Mark Henry Ryan Dennard Joe Giusti Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA August 2, 2016 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of the Accounts Payable Checks dated 7/26/16 and 8/2/16
 - b. Order for Payroll period ending 7/27/16 Bi-Weekly #16
 - c. Order for Supplemental Payroll period ending 7/27/16 Bi-Weekly #16
 - d. Quarterly audit report for Justice of the Peace, Pct. 1 (Bacliff and Texas City) for period April June 2016
 - e. Quarterly audit report for Justice of the Peace, Pct. 4 for period April June 2016
 - f. Internal Audit Report of Justice of the Peace, Pct.3 for period of 4/1/15 3/31/16 with response letter from Honorable Penny L. Pope dated 7/14/16
 - g. Correction to Personnel Action Report Bi-Weekly #14
 - h. Quarterly audit report for Justice of the Peace, Pct. 3 (Galveston, La Marque and Crystal Beach) for period April June 2016

- *2. Receive and file *Restitution Check List from Odyssey* submitted by Collections Improvement Program.
- *3. Receive and file *Refund Check List from Odyssey* submitted by the District Clerk.
- *4. Receive and file *Summary of Biweekly Personnel Movements pay period #15, June 30 July 13, 2016* submitted by Human Resources.
- *5. Consideration of approving exemption to the 4 pay period mandatory vacancy policy for DataBase Administrator II (Psn #13) submitted by Human Resources on behalf of Information Technology.
- *6. Consideration of a resolution honoring the retirement of Robert E. Manchester from the Texas Veterans Commission submitted by County Judge.
- *7. Consideration of *a resolution honoring Galveston College's 50th Anniversary* submitted by the County Judge.
- *8. Consideration of a resolution recognizing Starbucks League City and Manager, Crystal Guerrero, submitted by the County Judge.
- *9. Consideration of *resolution recognizing Juanderful Burrito League City and Manager, Martin Garza*, submitted by the County Judge.
- *10. Receive and file a donation of sand from the League City Music Festival in the amount of \$1,500, submitted by Parks & Cultural Services.
- *11. Receive and file *notification of transfer of funds from the Sheriff's Forfeited Funds Unreserved to the Sheriff's Forfeited Funds Petty Cash* submitted by the Sheriff.
- *12. Consideration to authorize County Judge to execute acknowledgement of receipt of check in the amount of \$1,561.98 from Reliant an NRG Company for additional funds for the Reliant CARE Program submitted by Professional Services.
- *13. Consideration of approval of annual renewal with Justice Benefits, Inc. for State Criminal Alien Assistance Program (SCAAP) contract submitted by the Sheriff's Office.
- *14. Consideration of approval for the solicitation of an auction to sell HOP property submitted by the Housing Department:
 - a. 248 Muriel St. La Marque TX 77568
- *15. Consideration of approval of an agreement with Lucas Construction for walkway accessibility compliance for various locations throughout the county submitted by the County Architect.

- *16. Consideration of approval of contract CM16190 with Montgomery Building Service, LLC for Bid B161012A to construct the Community Center at the 64 Acre Park in Bacliff submitted by the County Architect.
- *17. Consideration of approval of an interlocal agreement with the City of Hitchcock for reconstruction of Neville Road submitted by Road and Bridge Dept.
- *18. Consideration to authorize the County Judge to sign a contract for election services between the Bolivar Peninsula S.U.D. and Galveston County Elections Division to conduct BPSUD's November 2016 Election submitted by the County Clerk.
- *19. Consideration to authorize the County Judge to sign a contract for election services between Galveston MUD6 and Galveston County Elections Division to conduct the Galveston MUD6's November 2016 Election submitted by the County Clerk.
- *20. Consideration to authorize the County Judge to sign a contract for election services between Friendswood Independent School District and Galveston County Elections Division to conduct the FISD November 2016 Election submitted by the County Clerk.
- *21. Consideration to authorize the County Judge to sign a contract for election services between Flamingo Isles MUD and Galveston County Elections Division to conduct the Flamingo Isles MUD's November 2016 Election submitted by the County Clerk.
- *22. Consideration to authorize the County Judge to sign a contract for election services between the High Island Independent School District and Galveston County Elections to conduct the HISD November 2016 election.
- *23. Consideration to authorize the County Judge to sign a contract for election services between the Santa Fe Independent School District and Galveston County Elections to conduct the SFISD November 2016 election.
- *24. Consideration to authorize the County Judge to sign a contract for election services between the City of League City and Galveston County Elections to conduct the League City November 2016 election.
- *25. Consideration of acceptance for the FY 2016 Emergency Management Performance Grant (EMPG) from the Texas Department of Public Safety Texas Department of Emergency Management as submitted by the Grants Manager.
- *26. Consideration of approval for a grant adjustment on the FY 2015 Victims of Crime Act (VOCA) Grant and authorize its submission to the Office of the Governor Criminal Justice Division as submitted by the Grants Manager.
- *27. Consideration of approval of submittal of applications for Round 1 CDBG replacement projects submitted by the CDBG Project Coordinator.

*28. Request for *Waiver or Refund of Penalty and Interest Due to Clerical Errors* submitted by the Tax Assessor/Collector:

a.	R173339	Kent, Jan	2015	\$12	.08 (W)
	R173452	Kent, Jan	2015	\$7.7	72 (W)
	R170328	Kent, Jan	2015	\$3.5	53 (W)
	R173081	Kent, Jan	2015	\$4.1	0 (W)
	R186490	Kent, Jan	2015	\$3.1	1 (W)
	R173454	Kent, Jan	2015	\$8.6	51 (W)
	P510269	Delgado, Jose	2015	\$12	.19 (W)
b.	R186566	Wiggins, Matth	ew	2008	\$86.79 (W)
	R186566	Wiggins, Matthe		2009	\$92.76 (W)
	R186566	Wiggins, Matthe	ew	2010	\$78.23 (W)
	R186566	Wiggins, Matthe		2011	\$5.42 (W)
	R186566	Wiggins, Matthe	ew	2011	\$61.28 (R)
	R186566	Wiggins, Matthe		2012	\$55.13 (R)
	R186566	Wiggins, Matthe		2013	\$46.34 (R)
	R186566	Wiggins, Matthe		2014	\$35.62 (R)
	R186566	Wiggins, Matthe		2015	\$9.37 (R)
	R186567	Wiggins, Matthe		2008	\$86.79 (W)
	R186567	Wiggins, Matthe		2009	\$92.76 (W)
	R186567	Wiggins, Matthe		2010	\$68.86 (W)
	R186567	Wiggins, Matthe		2010	\$9.26 (R)
	R186567	Wiggins, Matthe		2011	\$41.48 (R)
	R186567	Wiggins, Matth	ew	2012	\$51.96 (R)
c.	R186567	Wiggins, Matth	ew	2013	\$46.34 (R)
	R186567	Wiggins, Matthe		2014	\$35.62 (R)
	R186567	Wiggins, Matthe		2015	\$9.37 (R)
	R186568	Wiggins, Matth		2008	\$86.79 (W)
	R186568	Wiggins, Matthe		2009	\$92.76 (W)
	R186568	Wiggins, Matthe		2010	\$78.23 (W)
	R186568	Wiggins, Matthe	ew	2011	\$5.42 (W)
	R186568	Wiggins, Matthe	ew	2011	\$61.28 (R)
	R186568	Wiggins, Matthe	ew	2012	\$55.13 (R)
	R186568	Wiggins, Matthe	ew	2013	\$46.34 (R)
	R186568	Wiggins, Matthe	ew	2014	\$35.62 (R)
	R186568	Wiggins, Matthe	ew	2015	\$9.37 (R)
d.	R128079	Lovier, Steven		2008	\$237.06 (R)
	R128079	Lovier, Steven		2009	\$95.36 (R)
	R128079	Lovier, Steven		2010	\$84.37 (R)
	R128079	Lovier, Steven		2011	\$73.22 (R)
	R128079	Lovier, Steven	,	2012	\$310.28 (R)

R128079	Lovier, Steven	2013	\$253.88 (R)
R128079	Lovier, Steven	2014	\$197.30 (R)
R128079	Lovier, Steven	2015	\$217.75 (R)
R133193	Turner, Robert	2015	\$133.98 (R)
R133193	Turner, Robert	2015	\$224.61 (W)
R358514	Turner, Robert	2015	\$15.47 (R)
R358514	Turner, Robert	2015	\$26.35 (W)
R100287	Brennan, Kathleen	2015	\$320.38 (W)
N9909088	Petroquest Energy, LLC	2014	\$571.40 (W)
N9909086	Petroquest Energy, LLC	2014	\$83,637.74 (W)

*29. Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors by the USPS as Recommended by Penalty & Interest Review Committee in Accordance with County Policy submitted by the Tax Assessor/Collector:

a.	R201059	Gonzalez, Ramon	2015	\$627.46 (W)
	R412806	Raza, Amir	2015	\$298.42 (W)

*30. Request for Ratification of Denial of Request for Waiver or Refund of Penalty and Interest as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector:

a. **R128723** Ronacher, Jamie 2015 \$356.42 (W)

- *31. Receive and file *RFP #B162009 Juvenile Justice Food Service* submitted by the Purchasing Agent.
- *32. Consideration for *authorization to issue formal solicitations for the following bids* submitted by the Purchasing Agent:
 - a. CDBG-Round 2 Real Property Sales-August 2016
 - b. Construction-Bolivar Peninsula Beach and Dune Restoration
- *33. Consideration for *authorization to cancel and rebid the following RFP* submitted by the Purchasing Agent:
 - a. RFP #B162004A Veteran's Sports Complex in Jack Brooks Park
- *34. Consideration for authorization to issue formal solicitation for Auditing and Related Services and provide notice of non-extension to current vendor submitted by the Purchasing Agent.
- *35. Consideration of approval of Diamonte Writer Hardware maintenance with Stenograph LLC submitted by Information Technology.

- *36. Consideration of *approval of the following budget amendments* submitted by Professional Services:
 - a. 16-133-0802-A

Professional Services - Request re-appropriation from General Government Other Contract Services account to allocate funds for professional liaison services

b. 16-134-0802-B

Tax Assessor/Collector - Request transfer from General Fund Budgeted Reserves to Tax Assessor/Collector TXDMV Extraordinary Supplies account for cash boxes

c. 16-135-0802-C

Facilities Services & Maintenance - Request transfer from Facilities Services & Maintenance electricity account to Facilities Services & Maintenance water account

d. 16-136-0802-D

Contract Services - Request change in step and grade from 26A to 24C for Contract Services Director position

e. 16-137-0802-E

Fleet Management - Request change in step and grade from 24E to 24A for Fleet Director position

f. 16-138-0802-F

Economic Development - Request transfer from General Fund Budgeted Reserves for transportation support for the 2016 Legislative Coastal Tour

g. 16-139-0802-G

Information Technology - Request transfer from General Fund Budgeted Reserves to Information Technology for step/grade increase from 22O to 26C for Sr. Database Administrator position

h. 16-140-0802-H

District Attorney - Request transfer from General Fund Budgeted Reserves to District Attorney Extraordinary Supplies and transfer funds from Building Improvements to Extraordinary Supplies for workstations and furnishings in the Appellate Suite

i. 16-141-0802-I

Road & Bridge - Request transfer from Road & Bridge Fund Budgeted Reserves to Road & Bridge FM Lateral Rd for Interlocal Agreement with the City of Hitchcock for reconstruction of Neville Rd j. 16-142-0802-J

Engineering - Request transfer from Ltd Tax Flood Control Bonds Series 2009 Dickinson Bayou Project account to Clear Creek account for interlocal agreement with Harris County Flood Control District for the Mud Gully Detention Basin project

k. 16-143-0802-K

Beach and Parks Department - Request transfer from Beach and Parks Fund Budgeted Reserves for beach safety patrol cell phone

1. 16-144-0802-L

Justice Court Pct. 2 - Request transfer from Justice Court Precinct #2 Travel and Conference account to Administrative Supplies account for the rest of the fiscal year

m. 16-145-0802-M

Professional Services - Request to budget donation for Summer Relief Program

n. 16-146-0802-N

Sheriff's Department - Request transfer from General Fund Budgeted Reserves to Sheriff Services ISDS for new deputy in Dickinson ISD

o. 16-147-0802-O

Court Administration - Request transfer from General Fund Budgeted Reserves to Court Administration Administrative Supplies for the rest of the fiscal year

- *37. Consideration of approval of amendment No. 2 to the AECOM engineering agreement for the Lee & Joe Jamail Bay Park project submitted by the County Engineer.
- *38. Consideration of approval of amended Change Order No. 5 to the JW Kelso construction contract for the Lee & Joe Jamail Bay Park project submitted by the County Engineer.

Action Agenda

39. County Clerk

- a. Consideration of approval of contract with Outfront Media for the rental of billboard space by county elections to advertise the use of the Galveston County Elections Mobile App during the November election cycle.
- b. Consideration of approval of seventeen early voting and thirty eight election day vote center poling locations for the November 8, 2016 General Election.

- c. Public Hearing on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code Submitted by the County Clerk.
- d. Consideration of Adoption of the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code Submitted by the County Clerk.

40. **County Judge**

a. Consideration of approval of agreements for magistrate services with Kerri Foley and James Woltz.

41. **District Clerk**

- a. Public Hearing on the District Clerk's Proposed Records Archive Fee Established under §51.305 of the Texas Government Code Submitted by the District Clerk.
- b. Consideration of Adoption of the District Clerk's Proposed Records Archive Fee Established Under §51.305 of the Texas Government Code Submitted by the District Clerk.

42. **Economic Development**

a. Consideration of approval to provide transportation support for the 2016 Legislative Coastal Tour - Galveston County from September 8 – 2, 2016.

43. <u>Emergency Management</u>

a. Consideration of adopting Order Prohibiting Outdoor Burning in all Unincorporated Areas of Galveston County, Texas (Outdoor Burn Ban) and authorizing the County Judge to execute same.

44. Parks & Senior Services

- a. Consideration and approval of an athletic user group agreement with Bayshore Little League for La Salle Park.
- b. Consideration of approval of revisions to the Facility Permitting Policy.

45. **Professional Services**

 Consideration for allowing County Judge to sign Certificate of Construction Completion (COCC) for TDA CDBG Regular Program presented by CDBG Project Coordinator. b. Consideration of approval of providing cell phones for county employee(s).

46. **Purchasing**

- a. Consideration of approval of awarding the following:
 - 1. Bid #B161017 EMC Isilon X210 Storage Units
 - 2. Bid #B161012A Community Center at 64 Acre Park, Bacliff, TX

47. **Sheriff**

a. Consideration of authorizing amendment 2016-01 to the 2015 Interlocal Governmental Agreement for School Liaison Officer Program between Dickinson Independent School District and Galveston County submitted by County Legal.

48. **County Legal**

- a. Break into Executive Session:
- b. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1112, Kimberly Sullivan v. Galveston County Commissioners Court, Et Al, in the 212th Judicial District Court.
- c. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:16-CV-00065, Diane Jacobs, et. al. v. Henry Trochesset, et. al. in the U.S. District Court for the Southern District of Texas, Galveston Division.
- d. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or-

contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1289, Bonnie Quiroga v. Galveston County, in the 212th Judicial District Court.

- e. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to the Texas General Land Office and Rollover Pass.
- f. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to claims on bonds in the County's Severe Repetitive Loss Elevation Program.
- g. Reconvene into Regularly Scheduled Meeting.
- h. Consideration of approval of agreements in each of the following homes in the Severe Repetitive Loss Elevation Program for which Expert House Movers served as the Elevation Contractor and in which claims on performance bonds have been made to complete each project and authorizing County Judge to execute such agreements: these remaining projects are at 7026 Terrasso Drive, Hitchcock.

Adjourn

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

AGENDA ITEM #1.d.



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor Jeff Modzelewski CPA, First Assistant Accounting Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 2, 2016

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 1 (Bacliff and Texas City locations). The audit covered the period from April 2016 through June 2016.

Sincerely,

Randall Rice CPA County Auditor

cc: Honorable Alison Cox

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 1



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor Jeff Modzelewski CPA, First Assistant Accounting Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 18, 2016

Honorable Alison Cox Justice of the Peace, Precinct 1 4500 10th Street Bacliff, Texas 77518

Honorable Alison Cox:

The Galveston County Auditor's Office has examined the collections and bond bank reconciliations of Justice of the Peace, Precinct 1 (Bacliff and Texas City offices) for the months of April 2016 through June 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 1. The objectives of the examination were to confirm all funds collected were accounted for and deposited with the County Treasurer in a timely manner and to verify the accuracy of the reconciliation.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.
- Finding: A bond bank reconciliation report was not received for the months of April 2016, May 2016 and
 June 2016. Without the reconciliation and support documentation, the Auditor's Office could not verify the
 accuracy of the bond account. Judge Cox has contacted the Auditor's Office and we are currently assisting
 staff in completing the bank reconciliations.
- Recommendation JP1-16-01: Submit the bond bank reconciliation to the County Auditor's Office as soon as
 possible. For all future reports, submit them by the 5th day of the following month, no later than the 15th.

This report will be submitted to Commissioners Court on August 2, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

AGENDA ITEM #1.e.



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor Jeff Modzelewski CPA, First Assistant Accounting Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 2, 2016

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 4. The audit covered the period from April 2016 through June 2016.

Sincerely,

Randall Rice CPA County Auditor

cc: Honorable Kathleen McCumber

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 4



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 18, 2016

Honorable Kathleen McCumber Justice of the Peace, Precinct 4 174 Calder Road #111 League City, Texas 77573

Honorable Kathleen McCumber:

The Galveston County Auditor's Office has examined the collections and bond bank reconciliations of Justice of the Peace, Precinct 4 for the months of April 2016 through June 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 4. The objectives of the examination were to confirm all funds collected were accounted for and deposited with the County Treasurer in a timely manner and to verify the accuracy of the reconciliation.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.
- All bond bank reconciliations were accurate and submitted in a timely manner.

This report will be submitted to Commissioners Court on August 2, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

DE CPA

AGENDA ITEM #1.f.



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 2, 2016

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 3. The audit covered the period April 1, 2015 through March 31, 2016. Also attached is the response letter from Honorable Penny L. Pope, dated July 14, 2016.

Sincerely,

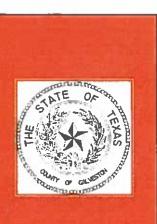
Randall Rice CPA
County Auditor

cc: Honorable Judge Penny L. Pope

- OCAA

Attachment: Justice of the Peace, Precinct 3 Audit Report

Response Letter, Judge Penny L. Pope



Justice of the Peace, Precinct 3 Audit June 8, 2016

Galveston County Internal Audit Division

Randall Rice CPA CITP CISA CIO CBM DABFA CGMA County Auditor

Executive	S	uı	m	n	1	a	ŋ	1	٠.				. '	1
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Details										 	4	3	-1	6

Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during this audit to cause us to doubt the overall reliability and integrity of the information:
 - o The judge or assistant district attorney signs off on all no-charge dismissals.
 - The judge reviews and initials the "Net Data Jail Time Collections" report monthly.

Safeguarding of Assets (page 4)

- All collections were accounted for during the surprise cash counts.
- Physical security over assets (collections) is adequate.
- Bank reconciliations are properly prepared and adequately supported.

Compliance with Statutes, Policies and Procedures (pages 5-6)

- The court can improve on compliance with the statutes and court policies by implementing the following recommendations:
 - All voided receipts should contain an explanation of the void and the signature of a clerk other than the clerk who generated the void as well as the judge's signature.
 - During the administrative dismissal test, 4 case jackets could not be located.
 The La Marque office should design a filing system that prevents case jackets from being misplaced or lost.
- There were no material discrepancies found in the court's collection of time payment fees and the court's compliance with the "Allocation Rule" for JTC.
- PC30 fees were tested, and no discrepancies were noted.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 3, in accordance with Local Government Code §115. The internal audit covered the period April 1, 2015 through March 31, 2016. The audit was performed from April 26, 2016 through June 8, 2016.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 3. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the Justice of the Peace, Precinct 3.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 3 as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Christina Fogg, Internal Auditor, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets.

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, there are compensating controls that are being implemented in different areas of the operations.

No-Charge Dismissals

CCP §32.02 Dismissal By State's Attorney states "The attorney representing the State may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge."

Court policy requires the judge or the assistant district attorney to sign or initial the case jacket or court order as proof of authorization.

A sample of no-charge dismissals were tested. No discrepancies were detected.

Jail Time Credits

Per office policy, jail time credits (JTC) recorded in Net Data require the judge's approval and proof the defendant served jail time. As a control to mitigate the possibility of invalid JTC being entered, the judge should review the "Net Data Jail Time Collections" report monthly and sign the report.

No discrepancies were detected in the review of JTC. The judge reviews the "Net Data Jail Time Collection Register" report monthly and provides her signature of approval.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1) physical security of the collections 2) minimal exposure to loss and 3) proper management of the collections.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until they are deposited.

As part of the audit, the auditor conducted surprise cash counts at all locations. All collections were accounted for at the time of the surprise cash counts. Controls are in place to ensure the staff at all locations uses a lockable safe to secure collections until ready to be deposited. The safes remain locked when not in use.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the bond account and assists in preventing the misuse of funds.

No discrepancies were noted in the review of the bank reconciliations.

Compliance with Statutes, Policies and Procedures

Except for the following, no instances were found in which the court was not in compliance with the applicable laws, contracts, policies and procedures.

Voided Receipts

Court policy requires voided receipts to have an explanation of the void documented on the physical receipt and the signature of a clerk other than the clerk who generated the void. Each clerk signs (or initials) the receipt, then retains the receipt in the case jacket as support. In addition, Judge Pope must sign off on all voids.

Finding: Voided receipts are not consistently being approved by the judge at all 3 locations (Crystal Beach, Galveston, and La Marque).

Recommendation: JP3-16-01: To comply with the court policy, ensure all voided receipts contain an explanation of the void and the signature of a clerk other than the clerk who generated the void as well as the judge's signature.

Time Payment Fee

LGC §133.103 states "(a) A person convicted of an offense shall pay, in addition to all other costs, a fee of \$25 if the person: (1) has been convicted of a felony or misdemeanor; and (2) pays any part of a fine, court costs or restitution on or after the 31st day after the date on which a judgement is entered assessing the fine, court costs, or restitution."

There were no material discrepancies found in the court's collection of time payment fees.

Jail Time Credit (JTC) Allocation

A defendant may be awarded JTC in lieu of paying the court costs, fees and fine. If the amount of JTC awarded is not enough to satisfy all charges, the court must follow the "Allocation Rule". Attorney General Opinion GA-147 and the 'Justice Courts - Court Costs and Fees Handbook' define the "Allocation Rule" for JTC as the practice of applying JTC to the fine first and then to court costs and fees. If the monies received do not cover all of the court costs, then the monies must be allocated to court costs on a pro-rata basis.

There were no material discrepancies found in the court's compliance with the "Allocation Rule" for JTC.

Compliance with Statutes, Policies and Procedures (continued)

Private Collection Contract (PC 30 Fees)

The county has agreed to pay the contracted collection agency 30% of the amount collected for unpaid fines, fees and court costs imposed on (1) adjudicated cases occurring on or before June 18, 2003 and (2) offenses occurring after June 18, 2003 (CCP §103.0031).

The PC30 fees were tested, no discrepancies were noted.

Administrative Dismissals

Certain violations can be dismissed with an administrative fee when the defendants show they rectified the underlying complaint within the statutory time limit. Once the proof is presented and the administrative fee has been paid, the clerk may dismiss the case, without the consent of the judge. Per office policy, proof of remedy must be retained in the case jacket.

Administrative dismissals were tested for compliance with the statutes and court policy

Finding: The La Marque office was unable to locate four case jackets. Without case jackets, compliance could not be confirmed.

Recommendation: JP3-16-02: The La Marque office should improve the filing system to prevent case jackets from being misplaced or lost.



JUDGE PENNY L. POPE

JUSTICE OF THE PEACE PRECINCT 3, GALVESTON COUNTY

600 59th Street, 1st Floor Galveston, Texas 77551 (409) 770-5455 (409) 770-6295 Facsimile

July 14, 2016

Mr. Randall Rice, CPA Auditor, Galveston County 722 Moody, 4th Floor Galveston, Texas 77550

Re: Justice of the Peace, Precinct 3 Audit

Dear Mr. Rice:

I am pleased that your office found no major problems with the operations of Justice of the Peace, Precinct 3 in the recent audit.

I extend a thank you to you and your staff for the time and attention given in this matter. It was a pleasure to work with your staff.

Respectfully,

Penny L. Pope

AGENDA ITEM #1.g.

Summary of Bi-Weekly Personnel Movements Pay Period #14: June 16 - 29, 2016

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AGENDA ITEM #1.h.



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor Jeff Modzelewski CPA, First Assistant Accounting Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 2, 2016

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your acceptance for filing is the Quarterly Audit Report for Justice of the Peace, Precinct 3 (Galveston, La Marque and Crystal Beach locations). The audit covered the period from April 2016 through June 2016.

Sincerely,

Randall Rice CPA County Auditor

cc: Honorable Penny Pope

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 3



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 25, 2016

Honorable Penny Pope Justice of the Peace, Precinct 3 600 59th Street Galveston, Texas 77551

Honorable Penny Pope:

The Galveston County Auditor's Office has examined the collections and bond bank reconciliations of Justice of the Peace, Precinct 3 (Galveston, La Marque and Crystal Beach offices) for the months of April 2016 through June 2016. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 3. The objectives of the examination were to confirm all funds collected were accounted for and deposited with the County Treasurer in a timely manner and to verify the accuracy of the reconciliation.

- All funds collected were accounted for during the review.
- Funds collected were deposited with the County Treasurer in compliance with LGC §113.022 and CCP §103.004.
- Finding: The bond bank reconciliation report was not accurate for the months of May 2016 and June 2016.
 Judge Pope has contacted the Auditor's Office and we are currently assisting staff in completing the bank reconciliations.
- Recommendation JP3-16-01: Submit accurate bond bank reconciliations to the County Auditor's Office as soon as possible. For all future reports, submit them by the 5th day of the following month, no later than the 15th.

This report will be submitted to Commissioners Court on August 2, 2016. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

AGENDA ITEM #2.

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER Check No: OD00301351 Check Date: 07/15/2016

Case Number	Reference	Description	Amou	nt
MD-0352125	1217535	State of Texas vs. Michael Castaneda Solis	None - Other - Anne Anne Anne Anne Anne Anne Anne An	60.00
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Texas Department of Public Safety Restitution Acc P.O. Box 4087

Comments:

Austin TX 78773-0130

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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88-2265/1131-69

OD00301351

07/15/2016

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER Check No: OD00301352 Check Date: 07/15/2016

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Galveston Housing Authority 4700 Broadway Galveston TX 77551

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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88-2265/1131-59

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PAY: TWO HUNDRED AND 00/100

TO THE ORDER OF:

\$200.00

Galveston Housing Authority 4700 Broadway Galveston TX 77551

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Galveston Housing Authority 4700 Broadway Galveston TX 77551

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER

Check No: OD00301353 Check Date: 07/15/2016

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Case Number	Reference	Description	Amount
MD-0356150	1233877	State of Texas vs. IRENE NAOMI SLOCUM POTTS	200.0
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Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568 \$200.00

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568

Check No: OD00301354 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
11-CR-3174	724396	The State of Texas vs. Lauren M Howell	100.00
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THE RAINBOW CONNECTION P.O. BOX 17176
GALVESTON TX 77552

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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GALVESTON TX 77552

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

THE RAINBOW CONNECTION P.O. BOX 17176 GALVESTON TX 77552

Check No: OD00301355 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
15-CR-0479	1221476	State of Texas vs. Juan Ramos Quezada	65.00
		Check '	Total: 65.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773 \$65.00

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301356 Check Date: 07/15/2016

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GALVESTON TX 77552

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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TO THE ORDER OF:

THE RAINBOW CONNECTION P.O. BOX 17176
GALVESTON TX 77552

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

THE RAINBOW CONNECTION P.O. BOX 17176 GALVESTON TX 77552

Check No: OD00301357 Check Date: 07/15/2016

Case Number	Reference	Description	!	Amount
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ROBERT KINGSBURY 2424 FM 517 EAST Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

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TO THE ORDER OF:

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KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> ROBERT KINGSBURY 2424 FM 517 EAST Dickinson TX 77539

Check No: OD00301358 Check Date: 07/15/2018

Case Number	Reference	Description	Amount
11-CR-2058	723266	The State of Texas vs. Dillon Thomas Delaney	247.78
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JOSEPH SCHERER 404 29TH AVE. NORTH Texas City TX 77590

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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JOSEPH SCHERER 404 29TH AVE. NORTH Texas City TX 77590 \$247.78

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> JOSEPH SCHERER 404 29TH AVE. NORTH Texas City TX 77590

Check No: OD00301359 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
15-CR-0202	1218367	State of Texas vs. RALPH LUCAS MONTES	110.00

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RENITA DUBOIS 5615 KIRBY DR. Houston TX 77005 Comments:

88-2285/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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RENITA DUBOIS 5615 KIRBY DR. Houston TX 77005 \$110.00

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KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> IBC RENITA DUBOIS 5615 KIRBY DR. Houston TX 77005

Check No: OD00301360 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
11-CR-3174	724396	The State of Texas vs. Lauren M Howell	230.0
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THE RAINBOW CONNECTION P.O. BOX 17176 **GALVESTON TX 77552**

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (408) 770-5395

722 Moody Ave, 4th Floor

88-2265/1131-59

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TO THE ORDER OF:

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THE RAINBOW CONNECTION P.O. BOX 17176 **GALVESTON TX 77552**

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> THE RAINBOW CONNECTION P.O. BOX 17176 **GALVESTON TX 77552**

Check No: OD00301361 Check Date: 07/15/2016

Case Number	Reference	Description	A	nount
MD-0356715	1236187	State of Texas vs. PATRICK ANTHONY KINNEY		60.00
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Texas Department of Public Safety Restitution Accounting P.O Box 4087 Austin TX 78773-0130

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas Department of Public Safety Restitution Accounting P.O Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department of Public Safety Restitution Accounting P.O Box 4087 Austin TX 78773-0130

Check No: OD00301362 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
15-CR-1235	1230824	State of Texas vs. MARCO ANTONIO RAMIREZ JIMENEZ	45.0
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TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301362 07/15/2016

PAY: FORTY-FIVE AND 00/100

TO THE ORDER OF:

\$45.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301363 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
14-CR-1426	1189381	State of Texas vs. Tranquilino Rodriguez	10.00
		Check Total:	10.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ **10**000

OD00301363 07/15/2016

PAY: TEN AND 00/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773 \$10.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301364 Check Date: 07/15/2016

Case Number	Reference	Description		Amount
15-CR-0610	1223281	State of Texas vs. JANET MARISA HARRIS		60.00
			and the state of t	

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			THEORET LAND	

		Ch	eck Total:	60.00

Basam Faris 3408 AVENUE J SANTA FE TX 77510

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave. 4th Floor

88-2265/1131-59

OD00301364 07/15/2016

* * * * * * * * **\$ 6.00** O. C. S. C. T. C. C. T. S. C. T.

PAY: SIXTY AND 00/100

TO THE ORDER OF:

Basam Faris 3408 AVENUE J SANTA FE TX 77510 \$60.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **Basam Faris** 3408 AVENUE J SANTA FE TX 77510

Check No: OD00301365 Check Date: 07/15/2016

	· · · · · · · · · · · · · · · · · · ·		G11CO(1 D B1G1	511.0.2510
Case Number	Reference	Description		Amount
14-CR-1619	1191481	State of Texas vs. Alicia Treyon McCray		50.0
			Check Total:	50.00

First Baptist Church 2120 36th Ave. North Texas City TX 77590

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **\$ 570** 0 0

OD00301365 07/15/2016

PAY: FIFTY AND 00/100

TO THE ORDER OF:

First Baptist Church 2120 36th Ave. North Texas City TX 77590 \$50.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> First Baptist Church 2120 36th Ave. North Texas City TX 77590

Check No: OD00301366 Check Date: 07/15/2016 Case Number Reference Description Amount 12-CR-1013 725930 State of Texas vs. Zack R Lawhon 100.00 Check Total: 100.00

BELINDA ROGERS 3101 CALIFORNIA ST. **TRLR 63** Dickinson TX 77539

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301366 07/15/2016

PAY: ONE HUNDRED AND 00/100

TO THE ORDER OF:

BELINDA ROGERS 3101 CALIFORNIA ST. TRLR 63 Dickinson TX 77539

\$100.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **BELINDA ROGERS** 3101 CALIFORNIA ST. TRLR 63 Dickinson TX 77539

Reference

1182637

Case Number

14-CR-0856

EAS	URER	Check No: Check Date:	OD00301367 07/15/2016	
:	Description		Amount	
5 mm -	State of Texas vs. George Evan Sanford	•	83.11	
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WALMART P.O. BOX 504765 PAYMENT FOR STORE #529 ST. LOUIS MO 63150

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **\$ 33** 1 1

OD00301367 07/15/2016

83.11

PAY: EIGHTY-THREE AND 11/100

TO THE ORDER OF:

WALMART P.O. BOX 504765 PAYMENT FOR STORE #529 ST. LOUIS MO 63150 \$83.11

NON-NEGOTIABLE COPY

Check Total:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> WALMART P.O. BOX 504765 PAYMENT FOR STORE #529 ST. LOUIS MO 63150

Check No: OD00301368 Check Date: 07/15/2016

			Check date.	0111012010
Case Number	Reference	Description		Amount
14-CR-0856	1182637	State of Texas vs. George Evan Sanford		21.8
			Check Total:	21.69

WALMART P.O. BOX 504765 PAYMENT FOR STORE #752 ST. LOUIS MO 63150

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ 21189

OD00301368 07/15/2016

PAY: TWENTY-ONE AND 89/100

TO THE ORDER OF:

WALMART
P.O. BOX 504765
PAYMENT FOR STORE #752
ST. LOUIS MO 63150

\$21.89

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> WALMART P.O. BOX 504765 PAYMENT FOR STORE #752 ST. LOUIS MO 63150

Check No: OD00301369 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
MD-0358972	1246474	State of Texas vs. JAMIE PAUL ROSS	60.0
		Check Total:	60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087

Comments:

88-2265/1131-59

Austin TX 78773-0130

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301369

07/15/2016

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

Check No: OD00301370 Check Date: 07/15/2016 Case Number Reference Description Amount MD-0362728 1265766 State of Texas vs. JARED . REBOLLOSO 60.00 Check Total: 60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087

Comments:

Austin TX 78773-0130

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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88-2265/1131-59

OD00301370 07/15/2016

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

Check No: OD00301371 Check Date: 07/15/2016

		Onec, Da	(C. 0771012010
Case Number	Reference	Description	Amount
15-CR-1591	1234935	State of Texas vs. Derrick Luther Collins	55.00
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	Service Control of the 1	0	
		Check Total:	55.00

TEXAS DEPARTMENT OF CRIMINAL JUSTICE P.O. BOX 99

Comments:

HUNTSVILLE TX 77342

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor 88-2265/1131-59

OD00301371 07/15/2016

PAY: FIFTY-FIVE AND 00/100

TO THE ORDER OF:

\$55.00

TEXAS DEPARTMENT OF CRIMINAL JUSTICE P.O. BOX 99 HUNTSVILLE TX 77342

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TEXAS DEPARTMENT OF CRIMINAL JUSTICE P.O. BOX 99 HUNTSVILLE TX 77342

Check No: OD00301372 Check Date: 07/15/2016 Case Number Reference Description Amount 13-CR-3420 1172768 State of Texas vs. PERRY LEE HORN 100.00 Check Total: 100.00

CRIME VICTIM'S COMPENSATION P.O. BOX 12198 CLAIM # 14018608 AUSTIN TX 78711

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301372 07/15/2016

PAY: ONE HUNDRED AND 00/100

TO THE ORDER OF:

\$100.00

CRIME VICTIM'S COMPENSATION P.O. BOX 12198 CLAIM # 14018608 **AUSTIN TX 78711**

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **CRIME VICTIM'S COMPENSATION** P.O. BOX 12198 CLAIM # 14018608 **AUSTIN TX 78711**

Check No: OD00301373 Check Date: 07/15/2016

Case Number	Reference	Description		Amoun	
MD-0353781	1224365	State of Texas vs. Ri	cky Jermaine Holbert		40.0
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				Check Total:	40.00

EZ PAWN 2501 Ave J

Galveston TX 77550

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ 210000

OD00301373 07/15/2016

PAY: FORTY AND 00/100

TO THE ORDER OF:

EZ PAWN 2501 Ave J Galveston TX 77550 \$40.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> EZ PAWN 2501 Ave J Galveston TX 77550

Check No: OD00301374 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
10-CR-2199	719446	The State of Texas vs. Toni Joann Santos	111.00
		Check Tot	al: 111.00

COUNTY LINE POWER SPORTS CORP. RAY MEDINA 12710 CROSSROADS PARK DR. Houston TX 77067

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

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OD00301374 07/15/2016

PAY: ONE HUNDRED ELEVEN AND 00/100

TO THE ORDER OF:

\$111.00

COUNTY LINE POWER SPORTS CORP. RAY MEDINA 12710 CROSSROADS PARK DR. Houston TX 77067

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> COUNTY LINE POWER SPORTS CORP. RAY MEDINA 12710 CROSSROADS PARK DR. Houston TX 77067

Reference

1147231

Description

State of Texas vs. LASHAWN DENISE JONES

Case Number

13-CR-1136

Check No: OD00301375
Check Date: 07/15/2016

Amount 200.00

Check Total:

Chuante Latrice Hennigan 1526 WAYSIDE DR TEXAS CITY TX 77590-0000

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * **\$ 200**0000

OD00301375 07/15/2016

200.00

PAY: TWO HUNDRED AND 00/100

TO THE ORDER OF:

Chuante Latrice Hennigan 1526 WAYSIDE DR TEXAS CITY TX 77590-0000 \$200.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Chuante Latrice Hennigan 1526 WAYSIDE DR TEXAS CITY TX 77590-0000

Check No: OD00301376 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
MD-0345709	1191547	State of Texas vs. JACOB STYLES WHITE	744.00
	The state of the s		
<u> </u>		Check Tota	nl: 744.00

Kailey White 2601 Potomac Dr. League City TX 77573

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301376

07/15/2016

PAY: SEVEN HUNDRED FORTY-FOUR AND 00/100

TO THE ORDER OF:

\$744.00

Kailey White 2601 Potomac Dr. League City TX 77573

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Kailey White 2601 Potomac Dr. League City TX 77573

Check No: OD00301377 Check Date: 07/15/2016

				017,1072010
Case Number	Reference	Description	The second secon	Amount
15-CR-2217	1241818	State of Texas vs. KENDRICK DEMOND RANDLE		20.0
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			Check Total:	20.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

85-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301377 07/15/2016

PAY: TWENTY AND 00/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

\$20.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301378 Check Date: 07/15/2016

Case Number	Reference	Description		Amount
15-CR-0912	1226960	State of Texas vs. ERICK RUBEN LOPEZ REYES		20.0
			Check Total:	20.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **§ 200** 0.0.

OD00301378 07/15/2016

PAY: TWENTY AND 00/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773 \$20.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301379 Check Date: 07/15/2016

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Case Number	Reference	Description	:	Amount
14-CR-3200	1208688	State of Texas vs. JOSHUA RENEE VANNESS	i .	50.0
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	* 6	· · · · · · · · · · · · · · · · · · ·	i	
	And with the control of	and a second to second a second as the secon		
		Check T	otal:	50.00

William Jewell Feazell 1041 Pin Oak Dr. Dickinson TX 77539

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

300

OD00301379 07/15/2016

* * * * * * * * \$ **510** 00 00

PAY: FIFTY AND 00/100

TO THE ORDER OF:

William Jewell Feazell 1041 Pin Oak Dr. Dickinson TX 77539 \$50.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> William Jewell Feazell 1041 Pin Oak Dr. Dickinson TX 77539

Check No: OD00301380 Check Date: 07/15/2016

Case Number	Reference	Description	ļ	Amount
12-CR-1565	1108146	State of Texas vs. Yvonne Marguerite Hubbard		350.00
AMAN Salah s		Chec	ck Total:	350,00

TEXAS DEPARTMENT OF HUMAN SERVICES ARTS BUILDING N/C BH 1470 P.O. BOX 149055 AUSTIN TX 78714-9944

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395

722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301380

07/15/2016

PAY: THREE HUNDRED FIFTY AND 00/100

TO THE ORDER OF:

\$350.00

TEXAS DEPARTMENT OF HUMAN SERVICES ARTS BUILDING N/C BH 1470 P.O. BOX 149055 AUSTIN TX 78714-9944

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TEXAS DEPARTMENT OF HUMAN SERVICES ARTS BUILDING N/C BH 1470 P.O. BOX 149055 AUSTIN TX 78714-9944

Check No: OD00301381 Check Date: 07/15/2016 Amount Case Number Reference Description 60.00 MD-0360267 1253238 , State of Texas vs. Dianna Lyn Suniga Check Total: 60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301381 07/15/2016

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department of Public Safety Restitution Acc P.O. Box 4087 Austin TX 78773-0130

Check No: OD00301382 Check Date: 07/15/2018 Check Date: Amount Case Number Description Reference State of Texas vs. JOHN HOWARD SOMERVILLE 60.00 14-CR-2153 1197440

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301382 07/15/2016

60.00

* * * * * * * * \$ (510) \(\text{Q} \)

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

NON-NEGOTIABLE COPY

Check Total:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301383 Check Date: 07/15/2016

Case Number	Reference	Description		Amount
15-CR-2126	1240844	State of Texas vs. SHANNON LYNN CAMERON		100.0
THE STREET STREET			heck Total:	100.00

MICHAEL PASTORIUS 1109 SHADY OAK LN. Dickinson TX 77539

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301383 07/15/2016

PAY: ONE HUNDRED AND 00/100

TO THE ORDER OF:

MICHAEL PASTORIUS 1109 SHADY OAK LN. Dickinson TX 77539 \$100.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> MICHAEL PASTORIUS 1109 SHADY OAK LN. Dickinson TX 77539

Check No: OD00301384 Check Date: 07/15/2016

Case Number	Reference	Description	werenan non no	Amount
15-CR-1732	1236710	State of Texas vs. CLAY MATTHEW OBERHOLTZER	¥	100.00
	: :			
	:			
			i	
			Check Total:	100.00

Bucees 6201 IH 45 N. Texas City TX 77591

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ \$ \$ \$ \$ \$ \$ \$

OD00301384

07/15/2016

PAY: ONE HUNDRED AND 00/100

TO THE ORDER OF:

Bucees 6201 IH 45 N. Texas City TX 77591 \$100.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Bucees 6201 IH 45 N. Texas City TX 77591

Check No: OD00301385 Check Date: 07/15/2016 Case Number Reference Description Amount MD-0359126 1247108 State of Texas vs. Leonard Earl Turner 60.00

Texas DPS- Restitution Accounting P.O. Box 4087 Austin TX 78773-0130

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301385 07/15/2016

60.00

PAY: SIXTY AND 00/100

TO THE ORDER OF:

\$60.00

Texas DPS- Restitution Accounting P.O. Box 4087 Austin TX 78773-0130

NON-NEGOTIABLE COPY

Check Total:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **Texas DPS- Restitution Accounting** P.O. Box 4087 Austin TX 78773-0130

Check No: OD00301386 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
MD-0363544	1270205	State of Texas vs. Nacona Sue Adams	33.0
	-		
		Check Total:	33.00

Texas Department Of Public Safety Attn: Expunction Division P.O.Box 4087 Austin TX 78773

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **\$ \$ \$ \$ \$ 0.0**

88-2265/1131-59

OD00301386 07/15/2016

PAY: THIRTY-THREE AND 00/100

TO THE ORDER OF:

\$33.00

Texas Department Of Public Safety Attn: Expunction Division P.O.Box 4087 Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Texas Department Of Public Safety Attn: Expunction Division P.O.Box 4087 Austin TX 78773

Check No: OD00301387 Check Date: 07/15/2016

O No			Check Date:	07/15/2016
Case Number	Reference	Description		A
14-CR-3564	1212856	State of Texas vs. TERRELL LEONARD MADDOCKS		Amount
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	····		Check Total:	223.00

WALMART

ATTN: RESTITUTION RECOVERY

P.O. BOX 504765 ST. LOUIS MO 63150 Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301387

07/15/2016

PAY: TWO HUNDRED TWENTY-THREE AND 00/100

TO THE ORDER OF:

\$223.00

WALMART

ATTN: RESTITUTION RECOVERY

P.O. BOX 504765 ST. LOUIS MO 63150

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> WALMART ATTN: RESTITUTION RECOVERY P.O. BOX 504765 ST. LOUIS MO 63150

Check No: OD00301388 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
15-CR-1847	1238084	State of Texas vs. REGINA RENEE KING	80.00
		Check Total:	80.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * * **\$ 80** 00 0

OD00301388 07/15/2016

PAY: EIGHTY AND 00/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austln TX 78773 \$80.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301389 Check Date: 07/15/2016

Case Number	Reference	Description		Amount
MD-0356150	1233877	State of Texas vs. IRENE NAOMI	SLOCUM POTTS	300.0
	\$ V V			
	ŧ	and contribution to the contribution of the co	Check Total:	300.00

Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301389 07/15/2016

PAY: THREE HUNDRED AND 00/100

TO THE ORDER OF:

Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568 \$300.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Xavier Darnel Perkins 2909 Ashley Dr. La Marque TX 77568

Check No: OD00301390 Check Date: 07/15/2016

	E	······································	Check Date.	07/10/2010
Case Number	Reference	Description		Amount
15-CR-0441	1221147	State of Texas vs. BRENDA LEAIN GIBSON		468.0
			Check Total:	468.00

Mainland Cycle 4009 Fleming Street La Marque TX 77568

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301390

07/15/2016

PAY: FOUR HUNDRED SIXTY-EIGHT AND 00/100

TO THE ORDER OF:

Mainland Cycle 4009 Fleming Street La Marque TX 77568 \$468.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Mainland Cycle 4009 Fleming Street La Marque TX 77568

Check No: OD00301391 Check Date: 07/15/2016

Case Number	Reference	Description	· · · · · · · · · · · · · · · · · · ·	Amount
15-CR-1234	1230823	State of Texas vs. DAVID . RODRIGUEZ		110.0
	· • • • • • • • • • • • • • • • • • • •		**	
		i.		
)		
	·		(
	****	The state of the s	Check Total:	110.00

JAMIE RODRIGUEZ 2815 CALIFORNIA ST APT 13 Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301391

07/15/2016

PAY: ONE HUNDRED TEN AND 00/100

TO THE ORDER OF:

\$110.00

JAMIE RODRIGUEZ 2815 CALIFORNIA ST APT 13 Dickinson TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> JAMIE RODRIGUEZ 2815 CALIFORNIA ST APT 13 Dickinson TX 77539

Check No: OD00301392 Check Date: 07/15/2016

			· · · · · · · · · · · · · · · · · · ·	
Case Number	Reference	Description		Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene		385.7
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A		- graft 10° pt, 1, 1 Vanne substitution (10° pt processes and publication (10° pt processes and publication (10° pt pt pt pt pt pt pt pt pt pt pt pt pt	L.	ereronani. I may ay 250 m
			Check Total:	385.74

JONATHAN SCHENKENFELDER 365 SOUTH GALT LIUISVILLE KY 40206

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor 88-2265/1131-59

OD00301392 07/15/2016

PAY: THREE HUNDRED EIGHTY-FIVE AND 74/100

TO THE ORDER OF:

\$385.74

JONATHAN SCHENKENFELDER 365 SOUTH GALT LIUISVILLE KY 40206

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> JONATHAN SCHENKENFELDER 365 SOUTH GALT LIUISVILLE KY 40206

Check No: OD00301393 Check Date: 07/15/2016 Case Number Reference Description Amount 1202609 14-CR-2657 State of Texas vs. Gary Steven Greene 82.75 Check Total:

HAI HENG HUANG 15212 NE 8TH STREET APT 2 **BELLEVUE WA 98007**

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301393 07/15/2016

82.75

* * * * * * * * \$ \$ \$ 7.5

PAY: EIGHTY-TWO AND 75/100

TO THE ORDER OF:

HAI HENG HUANG 15212 NE 8TH STREET APT 2 **BELLEVUE WA 98007**

\$82.75

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> HAI HENG HUANG 15212 NE 8TH STREET APT 2 **BELLEVUE WA 98007**

Reference

1202609

Description

State of Texas vs. Gary Steven Greene

Case Number

14-CR-2667

Check No: OD00301394
Check Date: 07/15/2016

Amount
342.87

SALLY BARTOLUCCI 4282 W MAIN STREET JUPITER FL 33458

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * **\$ \$212**8.7.

OD00301394 07/15/2016

342.87

PAY: THREE HUNDRED FORTY-TWO AND 87/100

TO THE ORDER OF:

SALLY BARTOLUCCI 4282 W MAIN STREET JUPITER FL 33458 \$342.87

NON-NEGOTIABLE COPY

Check Total:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> SALLY BARTOLUCCI 4282 W MAIN STREET JUPITER FL 33458

Reference

1268098

Description

Case Number

MD-0363220

Check No: OD00301395 Check Date: 07/15/2016 Amount State of Texas vs. JARED TODD SALLEE 100.00

Check Total:

Resource and Crisis Center 2200 Avenue L Galveston TX 77550

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ **TOTO** O O

OD00301395 07/15/2016

100.00

PAY: ONE HUNDRED AND 00/100

TO THE ORDER OF:

Resource and Crisis Center 2200 Avenue L Galveston TX 77550

\$100.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Resource and Crisis Center 2200 Avenue L Galveston TX 77550

Check No: OD00301396 Check Date: 07/15/2016 Case Number Reference Description Amount 13-CR-2040 1157721 State of Texas vs. ROCHELLE LAFAY FOGLE 38.68 Check Total: 38.69

RUTH ROBERTS 1828 CHURCH ST. Galveston TX 77550

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **\$ 68** 68

OD00301396

07/15/2016

PAY: THIRTY-EIGHT AND 68/100

TO THE ORDER OF:

RUTH ROBERTS 1828 CHURCH ST. Galveston TX 77550 \$38.68

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **RUTH ROBERTS** 1828 CHURCH ST. Galveston TX 77550

Check No: OD00301397 Check Date: 07/15/2016

- CALTEOTOR	Check Date:		07/15/2016
Case Number	Reference	Description	Amount
15-CR-2191	1241526	State of Texas vs. SASHA MARIEL GUEVARA	20.0
	•		
14/1000 14/1 1 14 14	d commence con con-		
		Check Total;	20.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ 2000 0

OD00301397 07/15/2016

PAY: TWENTY AND 00/100

TO THE ORDER OF:

\$20.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Check No: OD00301398 Check Date: 07/15/2016

				T., 10,2510
Case Number	Reference	Description		Amount
14-CR-0526	1179398	State of Texas vs. JENNIFER YANCENE ADAMS		7.7
	The state of the s		A COLUMN TO THE PROPERTY OF TH	
			Check Total:	7.70

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * * **\$ 7.6**

OD00301398 07/15/2016

PAY: SEVEN AND 76/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773 \$7.76

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Reference

1179398

Description

Case Number

14-CR-0526

Check No: OD00301399
Check Date: 07/15/2016

Amount
17.24

Comments:

AMOCO FEDERAL CREDIT UNION ATT: BRIAN CAMPBELL

P.O. BOX 889 TEXAS CITY TX 77592

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ \$ 17 2 4

State of Texas vs. JENNIFER YANCENE ADAMS

88-2265/1131-59 OD00301399

Check Total:

07/15/2016

17,24

PAY: SEVENTEEN AND 24/100

TO THE ORDER OF:

\$17.24

AMOCO FEDERAL CREDIT UNION ATT: BRIAN CAMPBELL P.O. BOX 889 TEXAS CITY TX 77592

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> AMOCO FEDERAL CREDIT UNION ATT: BRIAN CAMPBELL P.O. BOX 889 TEXAS CITY TX 77592

Check No: OD00301400 Check Date: 07/15/2016

Case Number	Reference	Description	ļ	Amount
12-CR-1832	1112901	State of Texas vs. Cory Demond Hosea		70.0
			Check Total:	70.00

CITY OF TEXAS CITY 1004 9TH AVE Texas City TX 77590

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * **\$ 7.0** 0.0

OD00301400 07/15/2016

PAY: SEVENTY AND 00/100

TO THE ORDER OF:

CITY OF TEXAS CITY 1004 9TH AVE Texas City TX 77590 \$70.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> CITY OF TEXAS CITY 1004 9TH AVE Texas City TX 77590

Check No: OD00301401 Check Date: 07/15/2016

	Reference	Description	Amount
14-CR-2672	1202618	State of Texas vs. Robert James Tooney	385.0
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	and the second s		i
	•		7 10 17 17 17 17 17 17 17 17 17 17 17 17 17
			88 - 27 - 27 - 27 - 27 - 27 - 27 - 27 -
		Check To	tal: 385.00

KAREN BLANKENSHIP 24185 IBERIA AVE. **LAKEVILLE MN 55044**

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

58-2265/1131-59

OD00301401 07/15/2016

PAY: THREE HUNDRED EIGHTY-FIVE AND 00/100

TO THE ORDER OF:

\$385.00

KAREN BLANKENSHIP 24185 IBERIA AVE. **LAKEVILLE MN 55044**

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> KAREN BLANKENSHIP 24185 IBERIA AVE. **LAKEVILLE MN 55044**

Check No: OD00301402 Check Date: 07/15/2016

	· · · · · · · · · · · · · · · · · · ·			0111012010
	Reference	Description	1	Amount
13-CR-2040	1157721	State of Texas vs. ROCHELLE LAFAY FOGLE		91.3
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	110000mp			
			· ·	
	a company	The particle is the particle is not an indicate of could will a sound purpose of	Check Total:	91.32

Charles E. Nealy 1820 Avenue G Galveston TX 77550

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

. .

88-2265/1131-59

OD00301402 07/15/2016

* * * * * * * * * \$ \$ 3.2 crs crs

PAY: NINETY-ONE AND 32/100

TO THE ORDER OF:

Charles E. Nealy 1820 Avenue G Galveston TX 77550 \$91.32

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Charles E. Nealy 1820 Avenue G Galveston TX 77550

Check No: OD00301403 Check Date: 07/15/2016 Case Number Reference Description Amount 15-CR-1823 1237924 State of Texas vs. CARLOS JAVIER MENDEZ 45.00 Check Total: 45.00

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ 21300

OD00301403 07/15/2016

\$45.00

PAY: FORTY-FIVE AND 00/100

TO THE ORDER OF:

TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> TX Dept. Of Public Of Safety PO Box 4087 Austin TX 78773

Reference

1235216

Description

State of Texas vs. ANDRE TROY TIDWELL

Case Number

15-CR-1615

Check No: OD00301404 07/15/2016

Amount 120.00

Check Total:

DAPHNE ALICIA MADISON 408 CEDAR POINTE League City TX 77573

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ 12000

OD00301404

07/15/2016

120.00

PAY: ONE HUNDRED TWENTY AND 00/100

TO THE ORDER OF:

DAPHNE ALICIA MADISON 408 CEDAR POINTE League City TX 77573 \$120.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> DAPHNE ALICIA MADISON 408 CEDAR POINTE League City TX 77573

Check No: OD00301405 Check Date: 07/15/2016

	:		Ontone Date.	01715/2010
Case Number	Reference	Description		Amount
14-CR-2667	1202609	State of Texas vs. Gary Steven Greene		138.6
	The state of the s		Check Total:	138.64

NICHOLAS IORIO 789 BARNETTE STREET NE APT 2 ATLANTA GA 30306

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ 13864

OD00301405 07/15/2016

PAY: ONE HUNDRED THIRTY-EIGHT AND 64/100

TO THE ORDER OF:

\$138.64

NICHOLAS IORIO 789 BARNETTE STREET NE APT 2 ATLANTA GA 30306

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> NICHOLAS IORIO 789 BARNETTE STREET NE APT 2 ATLANTA GA 30306

Reference

1240322

Case Number

MD-0357708

OD00301406 07/15/2016 Check No: Check Date: Amount State of Texas vs. PEDRO RENE ESTRADA MARTINEZ 290.00

Check Total:

Gary Paul Guidry **13126 6TH STREET** SANTA FE TX 775100000

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

OD00301406 07/15/2016

290.00

PAY: TWO HUNDRED NINETY AND 00/100

Description

TO THE ORDER OF:

Gary Paul Guldry **13126 6TH STREET** SANTA FE TX 775100000 \$290.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Gary Paul Guidry **13126 6TH STREET** SANTA FE TX 775100000

Check No: OD00301407 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
12-CR-3139	1129059	State of Texas vs. JOYCE CURTIS	25.0
		Check Tot	al: 25.00

Galveston Housing Authority 4700 Broadway Galveston TX 77551

Comments:

86-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ \$ 25 00

OD00301407 07/15/2016

PAY: TWENTY-FIVE AND 00/100

TO THE ORDER OF:

Galveston Housing Authority 4700 Broadway Galveston TX 77551 \$25.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Galveston Housing Authority 4700 Broadway Galveston TX 77551

Check No: OD00301408 Check Date: 07/15/2016 Case Number Reference Description Amount MD-0341771 1175020 State of Texas vs. ANDRE TROY TIDWELL 91.56

McKenzie Cochran Lauren Cochran 4507 Waverly Canyon Lane League City TX 77573

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * **\$ \$ \$ 5** 6

OD00301408

07/15/2016

91.56

PAY: NINETY-ONE AND 56/100

TO THE ORDER OF:

McKenzie Cochran Lauren Cochran 4507 Waverly Canyon Lane League City TX 77573

\$91.56

NON-NEGOTIABLE COPY

Check Total:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> McKenzie Cochran Lauren Cochran 4507 Waverly Canyon Lane League City TX 77573

Check No: OD00301409 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
14-CR-2487	1200550	State of Texas vs. JOSHUA RENEE VANNESS	50.0
	<u>-</u> .	Check Total:	50.00

DEBRA FEAZELL 1041 PIN OAK DR. Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301409 07/15/2016

* * * * * * * * \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

PAY: FIFTY AND 00/100

TO THE ORDER OF:

DEBRA FEAZELL 1041 PIN OAK DR. Dickinson TX 77539 \$50.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> **DEBRA FEAZELL** 1041 PIN OAK DR. Dickinson TX 77539

AGENDA ITEM #3.

Check No: OD00001592 Check Date: 07/15/2016

Case Number	Reference	Description	Amount
16-TX-0201	1271792	Galveston County, et al vs. Donald Ralph Redding, et al	102.86
		Check Total:	102.86

HARRIS COUNTY CONSTABLE PCT 5 **17423 KATY FWY HOUSTON, TX 77094**

Comments:

88-2265/1131-59

OD00001592 07/15/2016

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * \$ 10286

\$102.86

PAY: ONE HUNDRED TWO AND 86/100

TO THE ORDER OF:

HARRIS COUNTY CONSTABLE PCT 5 **17423 KATY FWY** HOUSTON, TX 77094

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> HARRIS COUNTY CONSTABLE PCT 5 **17423 KATY FWY HOUSTON, TX 77094**

Check No: OD00001593 Check Date: 07/15/2016

		0.100.1 0.110.1	0.7.10.20.10
Case Number	Reference	Description	Amount
16-TX-0168	1268011	Galveston County, et al vs. Kathy Asher Brown, et al	65.26
		Check Total:	65.26

Denton County Constable Pct. 3 190 N. Valley Parkway, Suite 110 Lewisville, TX 75067

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ \$ 65 26 6 5 CTS CTS

OD0001593 07/15/2016

PAY: SIXTY-FIVE AND 26/100

TO THE ORDER OF:

Denton County Constable Pct. 3 190 N. Valley Parkway, Suite 110 Lewisville, TX 75067 \$65.26

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA GALVESTON COUNTY TREASURER (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Denton County Constable Pct. 3 190 N. Valley Parkway, Suite 110 Lewisville, TX 75067

Check No: OD00001594 Check Date: 07/15/2016

OALVEOTOR	OOONTT TILEAC		icon Date.	0171072010
Case Number	Reference	Description		Amount
13-TX-0635	1160042	Galveston College, et al vs. James M. Sutjak, et al		90.00
		Check	Total:	90.00

Milam County 107 W. Main

Cameron, TX 76567-4326

Comments:

88-2265/1131-59

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor

* * * * * * * * \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

OD00001594 07/15/2016

PAY: NINETY AND 00/100

TO THE ORDER OF:

Milam County 107 W. Main

Cameron, TX 76567-4326

\$90.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA **GALVESTON COUNTY TREASURER** (409) 770-5395 722 Moody Ave, 4th Floor Galveston, Texas 77550

> Milam County 107 W. Main Cameron, TX 76567-4326

Check Register

KEVIN C. WALSH, CPA

Account ID:

161_District Clerk

Batch ID:

User ID:

COOPER_C

	Cl	neck	Pri	nted	
Payee Name	Number	Date	Date	Time	Check Amount
HARRIS COUNTY CONSTABLE PCT 5	1592	07/15/2016	07/15/2016	08:11:54	102.86
Denton County Constable Pct. 3	1593	07/15/2016	07/15/2016	08:11:55	65.26
Milam County	1594	07/15/2016	07/15/2016	08:11:55	90.00

Number of Checks:

3

Batch ID:

5092

\$258.12

Total of Checks:

3

Account ID: 161

\$258.12

Account ID:

168-Justice Admin.

Batch ID:

5092

User ID:

COOPER_C

	CH	ieck	Pri	nted	
Payee Name	Number	Date	Date	Time	Check Amount
Texas Department of Public Safety Restitution	301351	07/15/2016	07/15/2016	08:11:31	60.00
Galveston Housing Authority	301352	07/15/2016	07/15/2016	08:11:32	200.00
Xavier Darnel Perkins	301353	07/15/2016	07/15/2016	08:11:33	200.00
THE RAINBOW CONNECTION	301354	07/15/2016	07/15/2016	08:11:33	100.00
TX Dept. Of Public Of Safety	301355	07/15/2016	07/15/2016	08:11:34	65.00
THE RAINBOW CONNECTION	301356	07/15/2016	07/15/2016	08:11:34	200.00
ROBERT KINGSBURY	301357	07/15/2016	07/15/2016	08:11:35	110.00
JOSEPH SCHERER	301358	07/15/2016	07/15/2016	08:11:36	247.78
IBC	301359	07/15/2016	07/15/2016	08:11:36	110.00
THE RAINBOW CONNECTION	301360	07/15/2016	07/15/2016	08:11:37	230.00
Texas Department of Public Safety	301361	07/15/2016	07/15/2016	08:11:38	60.00
TX Dept. Of Public Of Safety	301362	07/15/2016	07/15/2016	08:11:38	45.00
TX Dept. Of Public Of Safety	301363	07/15/2016	07/15/2016	08:11:39	10.00
Basam Faris	301364	07/15/2016	07/15/2016	08:11:39	60.00
First Baptist Church	301365	07/15/2016	07/15/2016	08:11:40	50.00
BELINDA ROGERS	301366	07/15/2016	07/15/2016	08:11:41	100.00
WALMART	301367	07/15/2016	07/15/2016	08:11:41	83.11
WALMART	301368	07/15/2016	07/15/2016	08:11:42	21.89
Texas Department of Public Safety Restitution	301369	07/15/2016	07/15/2016	08:11:43	60.00
Texas Department of Public Safety Restitution	301370	07/15/2016	07/15/2016	08:11:43	60.00
TEXAS DEPARTMENT OF CRIMINAL JUSTI	301371	07/15/2016	07/15/2016	08:11:44	55.00

Printed Date:

Friday, July 15, 2016

Printed Time:

8:13:27AM

Check Register

KEVIN C. WALSH, CPA

Account ID: 168-JUSTice Admin.

Batch ID: 5092

User ID: COOPER_C

COOPER_C	Ch	eck	Prir	nted	
Payee Name	Number	Date	Date	Time	Check Amount
CRIME VICTIM'S COMPENSATION	301372	07/15/2016	07/15/2016	08:11:45	100.00
EZ PAWN	301373	07/15/2016	07/15/2016	08:11:45	40.00
COUNTY LINE POWER SPORTS CORP.	301374	07/15/2016	07/15/2016	08:11:46	111.00
Chuante Latrice Hennigan	301375	07/15/2016	07/15/2016	08:11:46	200.00
Kailey White	301376	07/15/2016	07/15/2016	08:11:47	744.00
TX Dept. Of Public Of Safety	301377	07/15/2016	07/15/2016	08:11:48	20.00
TX Dept. Of Public Of Safety	301378	07/15/2016	07/15/2016	08:11:48	20.00
William Jewell Feazell	301379	07/15/2016	07/15/2016	08:11:49	50.00
TEXAS DEPARTMENT OF HUMAN SERVIC	301380	07/15/2016	07/15/2016	08:11:50	350.00
Texas Department of Public Safety Restitution	301381	07/15/2016	07/15/2016	08:11:50	60.00
TX Dept. Of Public Of Safety	301382	07/15/2016	07/15/2016	08:11:51	60.00
MICHAEL PASTORIUS	301383	07/15/2016	07/15/2016	08:11:52	100.00
Bucees	301384	07/15/2016	07/15/2016	08:11:52	100.00
Texas DPS- Restitution Accounting	301385	07/15/2016	07/15/2016	08:11:53	60.00
Texas Department Of Public Safety	301386	07/15/2016	07/15/2016	08:11:53	33.00
WALMART	301387	07/15/2016	07/15/2016	08:11:56	223.00
TX Dept. Of Public Of Safety	301388	07/15/2016	07/15/2016	08:11:57	80.00
Xavier Darnel Perkins	301389	07/15/2016	07/15/2016	08:11:57	300.00
Mainland Cycle	301390	07/15/2016	07/15/2016	08:11:58	468.00
JAMIE RODRIGUEZ	301391	07/15/2016	07/15/2016	08:11:58	110.00
JONATHAN SCHENKENFELDER	301392	07/15/2016	07/15/2016	08:11:59	385.74
HAI HENG HUANG	301393	07/15/2016	07/15/2016	08:12:00	82.75
SALLY BARTOLUCCI	301394	07/15/2016	07/15/2016	08:12:00	342.87
Resource and Crisis Center	301395	07/15/2016	07/15/2016	08:12:01	100.00
RUTH ROBERTS	301396	07/15/2016	07/15/2016	08:12:01	38.68
TX Dept. Of Public Of Safety	301397	07/15/2016	07/15/2016	08:12:02	20.00
TX Dept. Of Public Of Safety	301398	07/15/2016	07/15/2016	08:12:03	7.76
AMOCO FEDERAL CREDIT UNION	301399	07/15/2016	07/15/2016	08:12:03	17.24
CITY OF TEXAS CITY	301400	07/15/2016	07/15/2016	08:12:04	70.00
KAREN BLANKENSHIP	301401	07/15/2016	07/15/2016	08:12:04	385.00
Charles E. Nealy	301402	07/15/2016	07/15/2016	08:12:05	91.32
TX Dept. Of Public Of Safety	301403	07/15/2016	07/15/2016	08:12:06	45.00

Printed Date: Friday, July 15, 2016

Printed Time: 8:13:27AM Page 2 of 3

Check Register

KEVIN C. WALSH, CPA

Account ID:

168-Justice Admin.

Batch ID:

5092

User ID: COOPER_0		neck	Pri	nted	
Payee Name	Number	Date	Date	Time	Check Amount
DAPHNE ALICIA MADISON	301404	07/15/2016	07/15/2016	08:12:06	120.00
NICHOLAS IORIO	301405	07/15/2016	07/15/2016	08:12:07	138.64
Gary Paul Guidry	301406	07/15/2016	07/15/2016	08:12:08	290.00
Galveston Housing Authority	301407	07/15/2016	07/15/2016	08:12:08	25.00
McKenzie Cochran	301408	07/15/2016	07/15/2016	08:12:09	91.56
DEBRA FEAZELL	301409	07/15/2016	07/15/2016	08:12:10	50.00
Number of Checks: 59	Bato	ch ID: 509	2		\$7,658.34
Total of Checks: 59	Acco	ount ID: 168			\$7,658.34
Grand Total: 62					\$7,916.46

Printed Date:

Friday, July 15, 2016

Printed Time:

8:13:27AM

AGENDA ITEM #4.

Summary of Bi-Weekly Personnel Movements Pay Period #15: June 30-July 13, 2016

Positions Current Appointm Budgeted FT HT PT HR PT PT HR PT PT PT PT PT PT PT P							Pay P	Pay Period #15	ļ	une 30-J	June 30-July 13, 2016	6									
Mant Budgeted FT H7 PT HR Res Total Promo Reclass/Bassign Trans San Au Demnote Total Vol Invol Retire Learn Unity Total Vol Invol Retire Vol		Positions	S C	rent	₽g	T Sign	ents				Current	Movem	ents				urren	t Separa		\neg	<u>'</u>
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201	County Clerk	41.0				\dashv		0							0						0
Record R	County Clerk Records Mgmt	2.0				П		0							0						0
Second Services Second Second Services Second Second Second Services Second S	County Clerk Records Archives	70.0				\dagger	T					<u> </u>	Ī		0				1		0
70	Purchasing Agent	8.0				\dagger		0,					Ī		0						0
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190	Court Administration	6.0				Ħ		0							0						
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290	County Probate Court	6.0			T	\dagger		0							0						0
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	Job Applications Received	400			Ħ	\dashv		Ħ				H									

255100	211163	211150	211143	211143	211133	211133	211133	211133	211133	211133	211133	211133	211133	170100	170100	170100	159100	151553	126100	123201	122400	Division 111000	**Galv C
Adult Probation	Sheriff Services for ISDS	Warrant's - Sheriff's	Patrol Division	Patrol Division	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Corrections-Sheriff	Facilities Srvs &	Facilities Srvs &	Facilities Srvs &	Information Technology	Tax Assessor/Coll	District Clerk	Justice Court Pc1 2	County Court #3	Division Name County Judge	**Galv Cnty Production**
TIEDT, RUSSELL P	REESE, DAVE A	LYONS, MATTHEW E	WILLIS, JASON R	HEALY, MARC M	SPEARS, KENDRIQUA L	SPAULDING, HAYDEN D	ROBINSON, LYNDA R	KILBURN, CINNAMON N	HYDE, ANDREW L	GROEPER, ALEXANDER D FTBE	BURR, JAMES A	BROWN, KYLE H	ACKER, TRELLESE M	SAUER, JOSEPH D	PEDOWITZ, JOSHUA E	HOWARD, DAVID W	VOTAW, MATTHEW KING FTBE	HALEY, VIRGINIA M	KELLY, LISA A	DIXON, DANA Y	BUSH, KATHERINE E	Employee Name PARRISH, MATTHEW J	e
FTBE	FTBE	FTBE	FTBE	FTBE	FTBE	FIBE	FTBE	FTBE	FTBE	DFTBE	FTBE	FTBE	FTBE	FTBE	FTBE	FTBE	G FTBE	FTBE	FTBE	FTBE	FTBE	Type FTBE	mployee
35 PROBATION OFFICER	16 SERGEANT-CCISD (REIMB)	2 DEPUTY II	106 DEPUTY IV	8 ENTRY LEVEL	188 DEPUTY III	261 DEPUTY I	229 DEPUTY II	189 DEPUTY I	304 DEPUTY I	214 ENTRY LEVEL	92 DEPUTY I	244 DEPUTY I	210 DEPUTY I	20 FACILITIES TECHNICIAN I	18 FACILITIES TECHNICIAN I	18 FACILITIES TECHNICIAN I	1 CHIEF INFORMATION OFFICER	152 ACCOUNTING TECHNICIAN II	25 SR DEPUTY DISTRICT CLERK	5 DEPUTY COURT CLERK #2-A	2 COURT COORDINATOR-CO	Position Number and Description Begin 401 VETERANS TREATMENT COURT 7/5/2016	Employee Pay Assignment Changes for Payroll Period: 6/30/201
7/5/2016	6/30/2016	6/30/2016	6/30/2016	6/30/2016	6/30/2016	6/30/2016		6/30/2016		6/30/2016		6/30/2016		7/12/2016	6/30/2016			7/11/2016	6/30/2016		7/1/2016		iod : 6/30/201
							6/30/2016		7/12/2016		6/30/2016		7/13/2016			6/30/2016	7/13/2016			7/12/2016		End	6 thru 7/13/2016
0000	0000	14K1	16L1	12 H1	IHSI	13D1	1461	13D1	13D1	12D1	13D1	13D1	13D1	12A1	12A1	12A1	30E1	13A1	12A1	10A1	18A1	GrSt 18A1	/2016
\$39,499	\$58,259	\$45,980	S52,023	\$38,682	S44,859	\$36,818	\$41,656	\$36,818	\$36,818	\$35,044	\$36,818	\$36,818	\$36,818	\$32,542	332,342	\$32,542	\$143,177	\$34,189	\$32,542	\$29,481	\$43,765	Annual \$43,765	
1,519.23 B	2,240.74 B	1,768.50 B	2,000.89 B	1,487.78 B	1,725.36 B	1,416.09 B	1,602.17 B	1,416.09 B	1,416.09 B	1,347.85 B	i,416.09 B	1,416.09 B	1,416.09 B	1,251.62 B	1,231.02 B	1,251.62 B	5,506.84 B	1,314.98 B	1,251.62 B	1,133.90 B	1,683.28 B	Rate * 1,683.28 B	
APPOINTMENT	PROMOTION	REASSIGNMENT	REASSIGNMENT	REASSIGNMENT	CAREER LADDER	CAREER LADDER	TERMINATION	CAREER LADDER	TERMINATION	APPOINTMENT	IERMINATION	CAREER LADDER	TERMINATION	APPOINTMENT	FRONOLION	TERMINATION	TERMINATION	APPOINTMENT	PROMOTION	TERMINATION	RET FMLA/MED	Reason APPOINTMENT	

522020	312120	256118 256118	Division 256110	**Galv C	07/15/2016
Parks	F.M. Lateral Road	Detention Detention	Division Name State Aid Grant	**Galv Cnty Production**	16 16:16:29
DECLOUET, DENNIS E	BELL, WILLIAM D	MALONE, DARRYL D SALDANA, VELMA L	Employee Name COLLINS, JOSHUA		
FTBE	FTBE	FIBE	Type FTBE	Employee	
42 PARKS MAINTENANCE WORKER/11/2016	63 HEAVY EQUIPMENT OPER III	43 JUVENILE SUPERVISION OFCR 6/30/2016 21 JUVENILE PROBATION OFCR	Type Position Number and Description Begin FTBE 415 JUVENILE PROBATION OFCR 6/30/2016	Employee Pay Assignment Changes for Payroll Period: 6/30/2016 thru 7/13/2016	Galveston County Human Resources Department
	6/30/2016	7/8/2016	End	016 thru 7/1	
08A1	12A1	1200 1600	GrSt 1600	3/2016	
\$26,708	\$32,542	\$33,775 \$42,117	Annual \$42,117		
1,027.26 B	1,251.62 B	1,299.06 B 1,619.89 B	Rate * 1,619.89 B		
1,027.26 B APPOINTMENT	1,251.62 B TERMINATION	1,299.06 B REASSIGNMENT 1,619.89 B TERMINATION	Rate * Reason 1,619.89 B PROMOTION		rage 1

522020 Parks

AGENDA ITEM #5.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 7/26/10 DEPARTMENT REQUESTING EXEMPTION: T.T.
DATE JOB VACANT: 7-31-16 4PP END DATE: 10-5-16 DATE NEED FILLED: 4Sep
JOB TITLE Database Administrator II POSITION# 13
JOB POSTED CANDIDATE SELECTED BELOW 75% PROMOTION PC
BUDGETED POSITION Y SALARY GRADE-STEP 220 SALARY \$ 83,166 GRANT FUNDED
CREATED POSITION — JOB DESCRIPTION ATTACHED \(\frac{1}{2}\)
BRIEF SUMMARY OF JOB Role oversees detabase.
JUSTIFICATION FOR EXEMPTION Short Staffed
CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? _N IF Y, HOW MUCH WOULD THE OVERTIME COST? \$
DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY?
WARING THE ADDITIONAL HIRE NECESSART:
RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM CHIEF HR OFFICER
RECOMMENDED NOT RECOMMENDED
REASON NOT RECOMMENDED
SUBMITTED FOR AGENDA V DATE ON AGENDA 8/2//
APPROVED
DOCUMENT ATTACHED: AGENDA AND BUDGET AMENDMENT
PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC?
WHO WILL APPEAR



Title: Database Administrator II
Department: Information Technology

Division: n/a

Reports to: Applications Development Manager

Direct Reports: n/a

JOB SUMMARY

The Database Administrator's role is to design, install, monitor, maintain, and performance tune production databases while ensuring high levels of data availability. This individual is also responsible for developing, implementing, and overseeing database policies and procedures to ensure the integrity and availability of databases and their accompanying software.

QUALIFICATIONS

- 4+ years in IT or a degree in Computer Information Systems or Computer Science
- Excellent customer service skills
- Exceptional written and oral communication skills
- Must pass Criminal Background check and have a Valid Texas Driver's License
- Proven analytical and problem-solving abilities.
- Exceptional interpersonal skills, with a focus on listening and questioning skills.
- Ability to present ideas in business-friendly and user-friendly language
- Highly self-motivated and directed
- Team-oriented and skilled in working within a collaborative environment.
- Ability to perform mathematical calculations
- Experience of advanced professional techniques related to computer hardware and software installation, maintenance, and support.
- Experience in the implementation, operation, and maintenance of inventory controls and monitoring software.
- Working knowledge of computer processing systems, programming, and systems analysis.

ESSENTIAL JOB FUNCTIONS

- Assess and develop long-term strategic goals for production databases in conjunction with data owners and department managers.
- Design and implement redundant systems, policies, and procedures for disaster recovery and data archiving to ensure effective protection and integrity of data assets.
- Create models for new database development and/or changes to existing ones.
- Install and configure relevant network components to ensure database access as well as database consistency and integrity.
- Respond to and resolve database access and performance issues.
- Monitor database system details within the database, including stored procedures and execution time, and implement efficiency improvements.
- Monitor, optimize and allocate physical data storage for database systems.
- Plan and coordinate data migrations between systems.
- Develop, implement, and maintain change control and testing processes for modifications to databases.
- Create, or support creation of, required reports in response to business user needs.
- Perform database transaction and security audits.

- Assist various administrators with reports and data extracts.
- Evaluates requirements provided for new custom interfaces, reports and utilities; determines project feasibility, duration, compatibility with existing applications, and resource requirements to complete project.
- Maintains and builds custom interfaces, reports and utilities for a variety of COTS systems; Using SQL, COBOL, VB, C,
 XML and other current programming languages as well as reporting packages such as Crystal Reports to perform duties.
- Creates and maintains SQL, Oracle, Informix, Access and other database instances to enhance user functionality;
- Writes and maintains complex Adhoc reports for IT and user departments.
- Develops reports display screens and application interfaces into various systems to meet IT and user's needs.
- Analyzes system problems and provides recommendations or resolutions to problems.
- Updates tables for various applications owned by the County.
- Will provides technical expertise in the evaluating and selecting of software packages.
- Able to report regularly for work and be on time.
- Performs other duties as assigned by supervisor.

SOFT SKILLS

1. Judgment/Decision Making

Demonstrates consistent logic, rationality, and objectivity in decision-making. Achieves balance between quick decisiveness and slower, more thorough approaches, i.e., is neither indecisive nor a hip-shooter. Shows common sense. Anticipates consequences of decisions.

2. Communication – Oral

Communicates effectively one to one, in small groups and in public speaking contexts. Demonstrates fluency, "quickness on one's feet," clarify organization of thought processes, and command of the language. Easily articulates vision and standards. Keeps people informed.

3. Organization/Planning

Plans, organizes, schedules, and budgets in an efficient, productive manner. Focuses on key priorities. Effectively juggles multiple projects. Anticipates reasonable contingencies. Pays appropriate attention to detail. Manages personal time well.

4. Business Literacy

Understands and absorbs new information. Stays current with developments in our field. Expects others to stay current with developments in the field. Frequently shares new knowledge with others. Integrates new information to enhance existing models or create new ones. Helps others translate new information into practical application in our area.

5. Customer Focus

Regularly monitors customer satisfaction. Meets internal and external customer needs in ways that provide satisfaction and excellent results for the customer. Establishes "partner" relationships with customers. Regarded as visible and accessible by customers.

6. Integrity

"Ironclad." Does not cut corners, ethically. Remains consistent in terms of what one says and does and in terms of behavior toward others. Earns trust of coworkers. Maintains confidences. Puts organization's interests above self. Does what is right, not what is politically expedient. "Fights fair." Intellectually honest; does not "play games" with facts to win a point.

7. Initiative

Seeks out and seizes opportunities, goes beyond the "call of duty," finds ways to surmount barriers. Resourceful Action-oriented "doer," achieving results despite lack of resources. Restimulates languishing projects. Shows bias for action ("do it now").

8. Collaboration/Teamwork

Cooperates with staff at all levels of the organization. Willingly reaches out to staff, volunteers and customers to proactively share information, knowledge, expertise, and time with others to achieve common goals. Works to overcome geographic, departmental, and/or Affiliate boundaries and establishes cohesive, effective relationships with peers. Enthusiastically supports the common goals and mission of the organization. Shares credit.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, bending, crouching, or stooping. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office.
- Emergency Preparedness Tier Level: 3

PAY GRADE AND FLSA STATUS	
• Pay Grade: 22	FLSA Status: Exempt
JOB DESCRIPTION CERTIFICATION	
I certify that I have read and understan	nd this job description and that it is an accurate description of my work.
Employee's Signature	Print Name Date

Nothing in this job description constitutes a modification of the at-will nature of employment at Galveston County. Galveston County may discharge, or take any other adverse personnel action for any reason not prohibited by law at any time.

ADA/EOE

AGENDA ITEM #6.



COUNTY OF GALVESTON

On this the 2nd day of August, 2016, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge Ryan L. Dennard, Commissioner, Precinct No. 1 Joe Giusti, Commissioner, Precinct No. 2 Stephen Holmes, Commissioner, Precinct No. 3 Kenneth Clark, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, since the birth of our Nation, its survival has been dependent in large measure on individual citizens accepting their responsibility of citizenship, including the contribution of service and leadership in the Armed Forces of the United States; and

Whereas, the citizens of this County are extremely proud of our nation's veterans, and the personal sacrifices they have made in blood, sweat and tears in obtaining and maintaining our cherished freedom; and

Whereas, the epitome of all that is commendable about our nation's veterans is no where better demonstrated than through the efforts of Robert E. Manchester (Bob) who proudly served in the U.S. Navy until 1975. Bob began his VA career as an adjudicator at the VA Regional Office in Houston, Texas. Bob was a consultant for the Advisory Review Staff in VA Central Office in Washington, DC, responsible for writing advisory opinions on complex cases. While in that position, he also served as Manager of Secretary Jesse Brown's Advisory Committee on Former Prisoners of War (POW), Contracting Officer, and consultant for the Regulations Staff; and

Whereas, when the VA instituted a massive reorganization program requiring a separate Appeals Team, Bob was selected as the first Appeals Coach at the Houston VA Regional Office in 2002. He served in that position many years and also served as coach of a Rating Team and a Post-Determination Team before his retirement in 2007. After retirement from the VA, Bob began his career with Texas Veterans Commission (TVC) as a counselor and was promoted to Houston Regional Director in 2010; and

Whereas, Bob in his position is responsible for the overall administration of all TVC claims offices in the Houston Region which incorporates the southern half of Texas. TVC seeks to improve the quality of life of all Texas Veterans, their families, and survivors by assisting them in maximizing their Department of Veterans Affairs benefits. His selfless efforts toward assisting his fellow veterans should be publicly honored and acknowledged. After a life of dedicated public service to Veterans and their families, Robert E. Manchester will retire from the Texas Veterans Commission on August 31, 2016.

Now, Therefore, be it Resolved that the Commissioners' Court of Galveston County hereby applauds Robert E. Manchester and thanks him for his many years of dedicated and unselfish service to both his country and the veterans and survivors who reside in Texas and extends to him its warmest best wishes for continued success and happiness in the years to come.

Upon Motion Duly Made and Seconded, the above Resolution was passed on this 2nd day of August, 2016.

Attest:	County of Galveston, Texas By:
Dwight D. Sullivan, County Clerk	Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1	Stephen D. Holmes, Comm., Pct. #3
Joe Giusti, Comm., Pct. #2	Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #7.



On this the 2nd day of August, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge Ryan L. Dennard, Commissioner, Precinct No. 1 Joe Giusti, Commissioner, Precinct No. 2 Stephen Holmes, Commissioner, Precinct No. 3 Kenneth Clark, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, Galveston College opened its doors in 1967 and it is celebrating its 50th anniversary during 2016-2017. Galveston College has served the learning interests of Galveston residents, businesses and industries. Many groups and individuals, both past and present, have played an important part in the development of Galveston College; and

Whereas, Galveston College has been ranked number one among all community colleges in Texas and has provided a nationally recognized Universal Access tuition assistance program for local high school, home-schooled and GED graduates; and

Whereas, Galveston College has grown from its beginnings in the former St. Mary's Orphanage, now known as Moody Hall, to a thriving higher education institution complete with a beautiful Main Campus at 4015 Avenue Q and the Charlie Thomas Family Applied Technology Center at 7626 Broadway Boulevard; and

Whereas, the college serves an ethnically diverse population of 2,200 students each semester in credit programs and 3,000 individuals annually in continuing education and workforce development programs. Through its commitment to educational excellence, **Galveston College** helps local, regional and world-wide residents to enrich their lives and to prepare for productive careers; and

Whereas, **Galveston College's** Golden Anniversary Gala is planned for October 15, 2016 to celebrate the last five decades; and

Now Therefore Be It Resolved, the Commissioners' Court of Galveston County, Texas joins in commending the faculty, staff and students of Galveston College on their 50th anniversary celebration.

Upon Motion Duly Made and Seconded, the above Resolution was passed on this 2nd day of August, 2016.

Attest:	County of Galveston, Texas By:
Dwight D. Sullivan, County Clerk	Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1	Stephen D. Holmes, Comm., Pct. #3
Joe Giusti, Comm., Pct. #2	Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #8.



COUNTY OF GALVESTON

On this the 2nd day of August, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge Ryan L. Dennard, Commissioner, Precinct No. 1 Joe Giusti, Commissioner, Precinct No. 2 Stephen Holmes, Commissioner, Precinct No. 3 Kenneth Clark, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, Desmond Tutu said it best "Do your little bit of good where you are; it's those little bits of good put together that overwhelm the world;" and

Whereas, on July 12, 2016 Galveston County Judge Mark Henry procured a motor coach so that local law enforcement officers could attend the Dallas Police Department Interfaith Tribute to Our Fallen Police Officers. The bus was filled to capacity with officers who would be attending the memorial service for their brothers in blue; and

Whereas, the bus was departing from League City at 5:30 a.m. Judge Henry would provide breakfast and coffee to all the officers prior to departure; and

Whereas, Starbucks is a world renowned coffee house dedicated to thriving neighborhoods, community service and making a difference. The location in League City at 100 E Main Street is operated by Manager Crystal Guerrero. An order was placed for coffee for 60 to be ready by 5:00 a.m. for pickup; and

Whereas, upon hearing the reason for the purchase Manager Crystal Guerrero said she would donate the boxed coffee carafes, cups, stirrers, cream, and sugar, she said she was honored to contribute. She offered exceptional customer service and her kindness and generosity is humbling.

Now Therefore Be It Resolved, the Commissioners' Court of Galveston County, Texas issues this Resolution of Appreciation to Starbucks and Manager Crystal Guerrero, thank you for your generous and kind support.

Upon Motion Duly Made and Seconded, the above Resolution was passed on this 2nd day of August, 2016.

Attest:	County of Galveston, Texas By:
Dwight D. Sullivan, County Clerk	Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1	Stephen D. Holmes, Comm., Pct. #3
Joe Giusti, Comm., Pct. #2	Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #9.



On this the 2nd day of August, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge Ryan L. Dennard, Commissioner, Precinct No. 1 Joe Giusti, Commissioner, Precinct No. 2 Stephen Holmes, Commissioner, Precinct No. 3 Kenneth Clark, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, Desmond Tutu said it best "Do your little bit of good where you are; it's those little bits of good put together that overwhelm the world;" and

Whereas, on July 12, 2016 Galveston County Judge Mark Henry procured a motor coach so that local law enforcement officers could attend the Dallas Police Department Interfaith Tribute to Our Fallen Police Officers. The bus was filled to capacity with officers who would be attending the memorial service for their brothers in blue; and

Whereas, the bus was departing from League City at 5:30 a.m. Judge Henry would provide breakfast and coffee to all the officers prior to departure; and

Whereas, Juanderful Burrito is a family owned restaurant located in League City, Texas which is operated by the Garza Family, the manager of the restaurant is Martin Garza. Their specialty is homemade burritos; they offer a nice selection of meats and toppings to create your own. An order was placed for 60 breakfast burritos to be ready by 5:00 a.m. for pickup; and

Whereas, upon hearing the reason for the purchase Manager Martin Garza said he would donate the burritos and personally make the delivery to the motor coach. He offered exceptional customer service and his kindness and generosity is humbling.

Now Therefore Be It Resolved, the Commissioners' Court of Galveston County, Texas issues this Resolution of Appreciation to Juanderful Burrito and Manager Martin Garza, thank you for your generous and kind support.

Upon Motion Duly Made and Seconded, the above Resolution was passed on this 2nd day of August, 2016.

Attest:	County of Galveston, Texas By:
Dwight D. Sullivan, County Clerk	Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1	Stephen D. Holmes, Comm., Pct. #3
Joe Giusti, Comm., Pct. #2	Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #11.



Henry A. Trochesset Sheriff Galveston County

July 14, 2016

TO: The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

Gentlemen:

Please accept this letter and attachments as Notification of the request for Transfer of Funds. We are requesting a transfer from Sheriff's Forfeited Unreserved funds (2242-000000-3532001) to Sheriff's Forfeited Petty fund (2242-211124-5600500) in the amount of \$30,000.

Should you have any questions or need additional information, please contact myself or Kay Vickery (Chief Comptroller-GCSO, Ext.5863).

Sincerely,

Henry Trochesset

Henry Q Trochesut

Sheriff

Ext. 2301/2306

Run: 07/14/2016

Ledger: GL

Fiscal Year: 2016

7 July

Budget: OB

Ke

Title

2242000000

Sheriff Forfeituresafter 10/89

Director Sheriff

Object Description	Budget	Actual	Encumbrance	Balance
3532001 Unreserved Fund Balance	0.00	296,070.78	0.00	(296,070.78)
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00	0.00
Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

Page: 1

Current Date: 07/14/2016

Current Time: 12:19:30

Run: 07/14/2016

Ledger: GL

Fiscal Year: 2016

7 July

Budget: OB

Ke

Title

2242000000

Sheriff Forfeituresafter 10/89

Director Sheriff

Object Description	Budget	Actual	Encumbrance	Balance
Grand Total Revenue	0.00	0.00	0.00	0.00
Grand Total Expense	0.00	0.00	0.00	0.00
Grand Totals (Revenue - Expense)	0.00	0.00	0.00	0.00

Page: 2

Current Date: 07/14/2016

Current Time: 12:19:30

Run: 07/14/2016

Ledger: GL

Fiscal Year: 2016

7 July

Budget: OB

Ke

Title

2242211124

Sheriff Forfeituresafter 10/89

Director Sheriff

Object Description	Budget	Actual	Encumbrance	Balance
5600500 Petty Cash	24,000.00	10,521.60	0.00	13,478.40
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	24,000.00	10,521.60	0.00	13,478.40
Net Total (Revenue - Expense)	(24,000.00)	(10,521.60)	0.00	13,478.40

Run: 07/14/2016

Ledger: GL

Fiscal Year: 2016

7 July

Budget: OB

Ke

Title

2242211124

Sheriff Forfeituresafter 10/89

Director Sheriff

Object	Description	Budget	Actual	Encumbrance	Balance
	Grand Total Revenue	0.00	0.00	0.00	0.00
	Grand Total Expense	24,000.00	10,521.60	0.00	13,478.40
	Grand Totals (Revenue - Expense)	(24,000.00)	(10,521.60)	0.00	13,478.40

Page: 2

Current Date: 07/14/2016

Current Time: 12:22:39

AGENDA ITEM #12.



Reliant Green Street 1201 Fannin Houston, TX 77002

July 27, 2016

Mark Henry Galveston County Social Services 722 Moody St. 5th Floor Galveston, Texas 77550

Dear Mr. Henry,

Reliant is pleased to contribute additional funding to Galveston County Social Services in support of the 2016 Reliant CARE Program. Enclosed is a check for \$5,000 to be used to assist Reliant customers in paying their electricity bills.

Please acknowledge receipt of this payment by returning a signed copy of this letter. We are pleased to provide this support to your organization.

Sincerely,

William Clayton

Williately

Executive Director, NRG Retail Charitable Foundation

Enclosure

Acknowledged by:			
	•		
Date:			

AGENDA ITEM #13.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be C	ompleted	By Depart	tment		
1. Date of Request: 06/23/2	2016	2. Contract Type:	Expense	Revenue	Other		al Contract: s / No
4. Department Name: Cor	rections			5. Department Con	tact: Mary Johnson	•	
6. Description:		Aı	nnual Renewal with	State criminal Alien As	ssistance Program (SC	AAP)	
7. IFAS PEID No: 705175		8. IFAS Req No:	•	9. Orgkey: 1101211133		10. Object Code:	548/000
11. Vendor: Justice Benefits, Inc.				12. Vendor Contrac	ct No:		
13. Requested Legal Revie Yes / No (Explain if No)				Ž.			1.50
		Expendit	ure Budget / 1	Revenue Proje	ctions		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
General	1101	\$18,000					
22. Totals:		-		•	-	-	-
	Tro	Po Comple	tod Dr. Du	vohosina I	Panautman		
Contract Start Date:	5/16	Be Comple Auto Renewa Yes /	l Contract:	Bld No:			
Contract End Date:	14/19	Contract # Issued By	Purchasing:	6601M		/	
* No HBI		Approve	ed By: Caring N		Signature M	any Co	Date 6-
1- y 2017/63.		Department Head:	Hum	y rock	went	00)	7/16
		Purchasing Agent:	7			<u>(e-</u>	28-16
		County Legal:	JAX Cop	tradt Asted in Budget I	Documentation: YES	NO 07	121/2011
		County Budget Office	04 11	1 Dr			7/22/16
			Budget A	vailable and Funds an	e/will be Available:	YES NO	u 1 .
		County County Audit	or:	500		2	122/16



JUSTICE BENEFITS, INC.

Government Consulting Firm 1711 E. Beltline Road Coppell, TX 75019

Toll Free: (800) 835-2164 Phone: (972) 406-3700

Phone: Fax:

(972) 406-3790

JBI-LTD.com

June 17, 2016

Mark Henry County Judge Galveston County 722 Moody, Suite 200 Galveston, Texas 77550

Dear Judge Henry:

Justice Benefits, Inc. (JBI) would like to continue providing services with Galveston County for the State Criminal Alien Assistance Program (SCAAP). We have been working with the Sheriff's Office on the SCAAP program since July 30th, 2002 to receive Federal reimbursement for the incarceration of undocumented criminal aliens.

Per the Bureau of Justice Assistance (BJA) Federal guidelines of the SCAAP program, the SCAAP funds must be used for correctional purposes.

The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes."

FY 2016 SCAAP Use of Funds List

- •Salaries for corrections officers
- Overtime costs
- •Corrections work force recruitment and retention
- Construction of corrections facilities
- •Training/education for offenders
- •Training for corrections officers related to offender population management
- •Consultants involved with offender population
- •Medical and mental health services
- Vehicle rental/purchase for transport of offenders
- Prison industries
- •Pre-release/reentry programs
- •Technology involving offender management/inter-agency information sharing
- •Disaster preparedness continuity of operations for corrections facility



JUSTICE BENEFITS, INC.

Government Consulting Firm 1711 E. Beltline Road Coppell, TX 75019

Toll Free: (800) 835-2164 Phone: (972) 406-3700 Fax: (972) 406-3790

JBI-LTD.com

Legislation:

SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Because of the extensive partnership with Galveston County, we are proposing a reduced fee to continue our services for the next three (3) years effective for the FY 2017 SCAAP claiming period.

We are happy to continue working with the Galveston County Sheriff's Office in the very near future. Please feel free to contact me if you have any questions. I can be reached at (972) 406-3728 or afarmer@jbi-ltd.com.

Sincerely,

April Farmer

Senior Vice President Justice Benefits, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Justice Benefits, Incorporated and Galveston County, Texas

This Agreement is entered into by and between Galveston County, Texas (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Contractor assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

- 2.01 The County agrees to perform the following activities:
 - a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
 - b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
 - c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III INITIAL TERM AND RENEWAL

3.01 The initial term of this Agreement is three (3) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

ARTICLE IV CONFIDENTIALITY

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

ARTICLE V COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Contractor assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- Eighteen percent (18%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of three years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.
- 5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.
- 5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed in accordance with chapter 2251 of the Texas Government Code, commonly called the Texas Prompt Payment Act.
- 5.04 JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.
- 5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

- 7.01 <u>Authority</u>. All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.
- Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.
- 7.02 <u>Changes to be in Writing</u>. This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.
- 7.03 Choice of Law, Forum Selection and Alternative Dispute Resolution. Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of <u>Texas</u> and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference. Mandatory venue for any suit relating to this agreement shall be Galveston County, Texas.
- 7.04 <u>Counterparts</u>. This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

- 7.05 Entire Agreement. This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.
- 7.06 <u>Force Majeure</u>. Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.
- 7.07 <u>Headings</u>. The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.
- 7.08 <u>Inconsistencies</u>. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.09 <u>Indemnification</u>. Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.
- 7.10 <u>Independent Contractor</u>. Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.
- 7.11 <u>Interest</u>. In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.
- 7.12 <u>Legal Fees</u>. In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.
- 7.13 <u>Non-Discrimination</u>. In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.
- 7.14 <u>Prohibition against Assignment</u>. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.
- 7.15 <u>Rule of Construction</u>. Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.
- 7.16 <u>Severability</u>. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.17 <u>Terminology and Definitions</u>. All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 7.18 <u>Waiver</u>. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Contractor respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS	DAY OF_	, 2016
AGREED:		ACCEPTED BY:
Galveston County, Texas		JBI, LTD., a Texas Limited Partnership By: Justice Benefits, Inc., a Texas Corporation Its: Corporate General Partner
Signature		
Print Name	_	By: april Jamer
Title		April Farmer
Address:		Senior Vice President 1711 E. Beltline Road Coppell, Texas 75019

INITIATIVE: State Criminal Alien Assistance Program (SCAAP)

A) Description of JBI's Contribution:

JBI recognizes that Galveston County, Texas is being underpaid for housing undocumented criminal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

B) Claims submitted:

Last claim submitted by JBI was for FY 2016.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JBI will be paid its fees per its contract with Galveston County, Texas on all amounts generated from this program. The reduced fee of eighteen (18%) shall be effective for the FY 2017 claim.

E) Agreed, JBI may proceed with this Initiative:

Galveston County, TX:	Name	Date
	Title	
Justice Benefits, Inc.:	April Farmer	1/18/16 Date

Senior Vice President

1
5

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

of 1

_					1011			
	Complete Nos. 1 - 4 and 6 if there are interested parties.			E USE				
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	CERTIFICATION OF FILING						
1	Name of business entity filing form, and the city, state and country of the business.	Certificate Number: 2016-78822						
	Justice Benefits, Inc.							
	Coppell, TX United States		Date Filed:					
2	Name of governmental entity or state agency that is a party to the contract for w being filed.	06/30/2016						
	Galveston County		Date Acknowledged:					
		7/7/16						
3	Provide the identification number used by the governmental entity or state agen description of the services, goods, or other property to be provided under the co	cy to track or identify ontract.	the contract, a	and provi	de a			
	CM16224		(0.0.)					
	Government consulting firm providing claiming services for the State Crimina Office.	ıl Alien Assistance Pi						
4			1	Nature of interest (check applicable)				
ľ	Name of Interested Party City, State, Co	ountry (place of busine	ess) (c		Intermediary			
\vdash		<u></u>	Contro	Jilling	intermedial y			
					4			
Н								
L								
-								
_								
L								
H								
L					5.4			
L				-				
5	Check only if there is NO Interested Party.		·	L				
6	AFFIDAVIT I swear, or affirm, under pen	alty of perjury, that the	above disclosu	re is true a	and correct.			
		early of porjory, trial trial						
	DANIELLE LEDAT MY COMMISSION EXPIRES	1						
	November 16, 2019	Tame	1					
	Signature of authorized agent of contracting business entity							
	AFFIX NOTARY STAMP / SEAL ABOVE							
	Sworn to and subscribed before me, by the said April Farmer	this the	30th day	of Jua	, E			
	20_16, to certify which, witness my hand and seal of office.	, and the						
	DANIELLE LEONT		OPPICE M	ANACE	2			
	Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath							
	and the state of t	-						

AGENDA ITEM #14.a.

General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date:

May 23, 2016

Grantor:

LaVurn Woodfox

Grantor's Mailing Address:

LaVurn Woodfox 1507 18th Avenue North Texas City, Texas 77590

Grantee:

Galveston County

Grantee's Mailing Address:

Galveston County 722 Moody, 6th Floor Galveston, Texas 77550

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

The Northeasterly Seventy (70) feet of Lot Six (6), of Westridge, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 68 and transferred to Plat Record 9, Map No. 65, in the Office of the County Clerk of Galveston County, Texas.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and

15\STC\GC201407.General Warranty Deed.doc

agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

LaVurn Woodfox

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

This instrument was acknowledged before me on .

23

201**6**, by

LaVurn Woodfox.

Notary Public, State of Texas My commission expires:

PREPARED IN THE OFFICE OF JIM SCHWEITZER, ATTORNEY 222 22ND STREET, SUITE 205 GALVESTON, TEXAS 77550 Tel: (409) 765_9632 Fax: (409) 765_7273

AFTER RECORDING RETURN TO: Galveston County Attn: James Gentile 722 Moody, 6th Floor Galveston, Texas 77550

15\STC\GC201407.General Warranty Deed.doc

FILED AND RECORDED

Instrument Number:

2016030516

Recording Fee: 30.00

Number Of Pages:

3

Filing and Recording Date: 05/26/2016 9:35AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan, County Clerk Galveston County, Texas

wight D. Sullian

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

AGENDA ITEM #15.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		22		China Control Control				
		To Be C	Completed By Dep	artment				
1. Date of Request: -7 18 16		2. Contract Type:	Expense	Revenue	Other	3. Renewal Contr		
4. Department Name:	5. Department Contact:							
6. Description: Wal		Acces	ssibility	Compi	lance	2		
7 IFAS PEID No.	J 5518	8. IFAS Req No:		9. Orgkey:		10. Object Code: 572206		
11. Vendor: Lucas Construction				12. Vendor Contract No:				
13 Requested Legal Review Yes No (Explain if No)	_							
		Expendi	ture Budget / Revenue P	rojections				
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year Projected	
General	//0/	\$ 103,000	\$103,000					
22. Totals:					_	_	_	
	To	Be Compl	eted By Purchasin	ng Departm	ent			
Contract Start Date: 8/2/16		Auto Renewal Contract:		Bid No: B161016				
Contract End Date:	12/14	Contract # Issued By Purchasing: CM 6197		Form 1295 Certificate #: 2016 - 7656 Z				
			Approved By:		Signature		Date	
		Department Hend:	Approved By:	lack		118/20		

Department Head:

Purchasing Agent:

County Legal:

Copract Listed in Budget Documentation YES NO

County Budget Office:

Budget Available and Funds are/will be Available (ES NO

County County Auditor:

County County Auditor:



AlA Document A101

Standard Form of Agreement Between **Owner and Contractor**

where the basis of payment is a STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America,

AGREEMENT

made as of the

day of

in the year of

Two Thousand Sixteen

BETWEEN the Owner:

(Name and address)

County of Galveston

722 Moody

Galveston, TX 77550

and the Contractor: Lucas Construction Company, Inc.

(Name and address)

551 C League City Parkway

League City, TX 77573

The Project is:

Walkway Accessibility Compliance

(Name and location)

Various Locations in Galveston County

Project 13-005

The Architect is: Dudley Anderson

(Name and address)

Galveston County Architect

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977. © 1987 by The American institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AlA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oml. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Add, modify and replace paving, sidewalk, and ADA Ramps per plans and specs attached here to

See Exhibit A - Attached

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filling of mortgages, mechanic's llens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than 120 Calender Days (Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain partions of the Work, if not stated elsewhere in the Contract Documents.)

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars (\$ \$103,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date will which that amount is valid.)

Schedule of Values attached here to

See Exhibit B

4.3 Unit prices, if any, are as follows:

LF - 4 FT Wide Sidewalk Add \$26 / LF Deduct \$20 / LF

LF - 5 FT Wide Granite Walkway Add \$26 / LF Deduct \$20 / LF

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as foliows:

- 5.3 Provided an Application for Payment is received by the Architect not later than the 31st day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the following month, if an Application for Architect after the application date fixed above, payment shall be made by the Owner not later than month, if an Application for Payment is received by the days after the Architect receives the Application for Payment.
- 5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Zero
- %), Pending that determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;
- 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and sultably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero %); percent (
- 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Cerifficate for Payment as provided in Paragraph 9.5 of the General Conditions.
- 5.7 The progress payment amount determined in accordance with Panagraph 5.6 shall be further modified under the following circumstances:
- 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and
- 5.7.2 Add, If final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
- 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subjuvagraphs 3 to 1 and 5 to 2 above, and this is not explained elsewhere in the Contract Documents, insert bere privisions for such veduciton or limitation)

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the Issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, stratar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waters.)

7.3 Other provisions:

ARTICLE 8 TERMINATION OR SUSPENSION

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement Is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987
- 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Doc	HM	co	r

Title

Pages

See Exhibit A

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.5, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section

Pages

9.1.5 The Drawings are as follows, and are dated

(Either list the Drawings here or refer to an exhibit attached to this Agreemout.) Number

Title

unless a different date is shown below:

Date

I - 1.1 - Animal Resources

I - 2.11a - Jack Brooks Park

I - 2.15a - Jack Brooks Park

1 - 2.6a - Jack Brooks Park

1 - 2.7a - Jack Brooks Park

I - 3.2 - Galveston County Justice Center

I - 4.3a - Joyce Medford Pavillon

I - 4.2a - Bayshore Park

I - 4.2b - Bayshore Park

I - 6.1 - Juvenile Justice Center

J - 2.2b - Paul Hopkins Park

J-4.2a - Ray Holbrook Park

J - 4.2b - Ray Holbrook Park

J - 4.2c - Ray Holbrook Park

J - 4.4b - Rest Room Ray Holbrook Park

K - 2.2 - Texas City Annex Building

K - 3.2 - Fort Travis Park

K - 7.1f - JB Court La Marque

K - 8.1b - North County Annex Building

K - 9.3a - Bacliff Community Center

Z - 2.1a - Walter Hall Park

Z - 2.1e - Walter Hall Park Boat Ramp

Z - 2.1b - Walter Hall Park Picnic Table

Z - 4.1 - Lobit Park

Z - 6.1c - Road and Bridges Office

9.1.6 The addenda, if any, are as follows:

Number

Date

Pages

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: (List bere any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if hitended to be part of the Contract Documents.) This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner. OWNER CONTRACTOR.

(Signature) (Signature) Willis Lucas - President/ Owner (Printed name and title) (Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Proposal Date - July 28, 2016 Proposal Time 2:00 P.M. Proposal Number - B161016

WALKWAY ACCESSIBILITY COMPLIANCE

PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to construct or repair walkways at various locations throughout Galveston County Facilities to comply with the ADA.

The scope of work includes but is not limited to demolition, concrete, metal handrails, decomposed granite walkways, and repair of grounds disturbed by construction activity..

Refer to drawing sheets (sheet number in lower right corner of sheet) NOTES, 01, 02, 03, 04, 05, 06, 07, I-1.1, 1-2, I-2.15.a, I-2.6.a, I-2.7, I-3.2, I-3.4.b, I-4.2.a(.b &3.a), I-4.2.a page 2, I-4.2.a page 3, I-6.1, J-2.2.b, J-4.2, J-4.2 page 2, J-4.4nb, K-2.2, K-3.2, K-3, page 2, K-7.1.f, K-8.1.b, K-9.3.a, Z-2.1.a, Z-2.1.b, Z-4.1, Z-4.1 page 2, Z-6.1.c for scope of work and locations.

Provide field measurements to assure proper fit and location.

2. 3.	PROJECT: Architect	Galveston County Walkway Accessibility Compliance J. Dudley Anderson	
4.	SUBMITTE	Business Name Lucas Construction Company, Inc.	
		Name of person authorized to bind the Proposer Willis Lucas	
		Title of person authorized to bind the Proposer President	
		Street Address 551 C West League City Parkway	
		City, State zip League City, TX 77573	
		Phone number 281-316-9990	
		E-mail lucasconstruction@comcast.net	
		FEIN (Tax ID) 76-0252959	
5.	ADDENDA	The undersigned acknowledges receipt of addenda if issued:	
Ado	lenda	date initial here	
6.	PROPOSAL	at .	
	und	ring visited and fully inspected the site and examined all conditions affecting the Project, the ersigned, proposes to perform the complete Work of the Project required for the sum or sums act h below.	

June 15, 2106

01.

02.

Contract.

Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to

Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the

accept the proposal which the Owner considers most advantageous to him.

B. In submitting this proposal, the undersigned, agrees to the following:

	O3. Complete the Work in accordance with the Contract Documer Contract Time.	nts w	ithin the stipulated
7.	The undersigned acknowledges that being notified that he has the best responsible Prupon him any property right to an award of the Contract or anything of value. acknowledges that no rights rest under the Proposal or tentative award and that any obtain will arise only upon execution of the Contract.	77	
8.	Proposal: The undersigned agrees to perform the complete Work of this Project, for the	e lun	p sum price of:
_	One Hundred Three Thousand	n e	103,000.00
(A	mount written in words governs)	· · ·	(Amount in figures)
UN	NIT PRICES		
	Proposal: The undersigned agrees to provide 4'-0" wide concrete walkway in addition work for item 7 above for the unit price per linear foot of:		
_	wenty Six mount written in words governs) Dollars and no/104	n ¢	26.00
(Aı	mount written in words governs)	, a _	(Amount in figures)
	Proposal: The undersigned agrees to reduce the lump sum in item 7 above for 4'-0" to by the unit price per linear foot of:		
	Twenty Dollars and no/100	n e	20.00
(Ār	mount written in words governs)	, a –	(Amount in figures)
11.	Proposal: The undersigned agrees to provide 5'-0" wide decomposed granite walks defined scope of work for item 7 above for the unit price per linear foot of:		
	Twenty SixDollars and no/100 mount written in words governs)	ን ቁ	26.00
(An	nount written in words governs)	, ,	(Amount in figures)
12.	Proposal: The undersigned agrees to reduce the lump sum in item 7 above for 5'-0" wi walkway by the unit price per linear foot of:		
_	Twenty Dollars and no/100) ¢	20.00
(An	nount written in words governs) Dollars and no/100	, . _	(Amount in figures)
13.	Contract Time: Undersigned agrees to complete the work incale	ndar	days.
Prin Pro _l	nted name of person authorized to bind the Proposer'? Willis Lucas poser's Signature:	 B:(06/27/2016

Proposal Checklist

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non- responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Proposal Evaluation Waiver and Qualification Statement—see below

Yendor Qualification Packet—if not on file with Galveston County Purchasing Agent

Conflict of Interest Questionnaire – if applicable and/or on file with Galveston County Clerk

Non Collusion Affidavit

Form 1295 - Disclosure of Interested Parties - If not on file with Galveston County Purchasing Agent

Single page resume of superintendent, Project Manager, and Project Executive for this project

Listing of proposed subcontractors, suppliers, and other team members

✓ Statement of the Proposer's safety record

Debarment Certification Form

Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years

Statement of the Proposer's historic compliance with laws and codes governing construction activities

Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years

Duplicate

Previous contract references — who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:
Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information"
Business or Organization name_ County of Galveston
Name and title of contact at that business or organization Mike Fitzgerald - Engineer
Business or Organization street address
Business or Organization City, State zip Telephone number 832-815-0209
Telephone number 832-815-0209
E-mail address
Business or Organization name Pepper Lawson
Name and title of contact at that business or organization Buddy Goodson - Project Manager
Business or Organization street address 3160 Bee Cave Road, Suite 301
Business or Organization City, State zip Austin, TX 78743
Telephone number 512-632-6072
E-mail addressBGood6459@aol.com
Business or Organization name_ Fichera Builders
Name and title of contact at that business or organization Al Fichera - Owner
Business or Organization street address16511 FM 3005
Business or Organization City, State zip Galveston, TX 77554
Telephone number 409-737-2500
E-mail address elizabeth@ficherabullders.com

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:
Business or Organization name Kelso Concrete Company
Name and title of contact at that business or organization
Business or Organization street address P.O. Box 2110
Business or Organization City, State zip Galveston, TX 77553
Telephone number 409-744-9993
E-mail address tnoble@jwkelso.com
Business or Organization name Fletcher Steel
Name and title of contact at that business or organization Sharon Fletcher - Owner
Business or Organization street address P.O. Box 73
Business or Organization City, State zip Seabrook, TX 77586
Telephone number 281-326-0047
E-mail address fletchersteel@msn.com
Business or Organization name_CMC Construction Services
Name and title of contact at that business or organization Bob Baxter - Sales Rep/ Manager
Business or Organization street address P.O. Box 844573
Business or Organization City, State zip Dallas, TX 75284
Telephone number 281-597-5480
E-mail address robert.baxter@cmc.com
EXCEPTIONS (if no exceptions are taken, state NONE):

Remainder of this page intentionally left blank.

Proposal Evaluation Waiver and Qualification Statement

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner (Galveston County) arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items <u>must</u> be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. The information may be formatted in the simplest form possible. There is no need or desire for marketing brochures to be presented. Failure to provide the information may result in no points awarded for that item in the evaluation process.

- a) The Proposers base proposed cost. This item accounts for 55% of the evaluation scoring.
- b) References from previous contracts comparable to this contract size and scope during the last five years. (include complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.
- c) References from previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.
- d) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for 5% of the evaluation scoring.
- e) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for 5% of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.
- g) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for 5% of the evaluation scoring.
- h) The Proposer's safety record for 5% of the evaluation scoring.
- i) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for 5% of the evaluation scoring.
- j) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for 5% of the evaluation scoring.

June 15, 2106 Proposal Form page 6 of 9

^{*} Please refer to Page 7A for answer or reference to each of the items above.



GALVESTON COUNTY ACCESSIBILITY COMPLIANCE PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT DETAIL ANSWERS OR REFERENCE FOR ALL ITEMS ON CHECKLIST

- a) The proposers base proposed cost is \$103,000.00.
- b) References from previous contracts comparable to this contract size and scope during the last five years can be found in detail in the separately attached booklet called Vendor/Contractors Qualification Packet in both Section III and Section IV.
- c) References from previous contracts with Galveston County and other political subdivisions located within Galveston County can be found in detail in separately attached booklet called Vendor/Contractors Qualification Packet in both Section III and Section IV.
- d) Single page resume of superintendent/project manager, Jimmy McGinnis, and the Project Executive, Willis Lucas, can both be found in the separately attached booklet called Vendor/Contractors Qualification Packet in Section VI.
- e) Listing of proposed subcontractors, suppliers and other team members can be found in the separately attached booklet called Vendor/Contractor Qualification Packet in Section IX.
- f) Lucas Construction will provide a Warranty for post construction maintenance, repair and service for emergency warranty work.
- g) Lucas Construction will complete the project in a satisfactory manner in 120 days.
- h) Lucas Construction has an excellent safety record and maintains Health, Safety and Environmental Programs, outlined in detail in the separately provided booklet called Vendor/Contractors Qualification Packet in Section I.
- Lucas Construction has had no claims, not involved in any mediation or litigation and has not had to go through arbitration in the past 5 years, or ever, with any Owner of any project.
- j) Lucas Construction has always and will continue to adhere to all applicable federal, state and local laws and codes, including asbestos related codes governed by the Dept. of State Health Services, regarding any and all construction activity.

NOTE: The Statement of Affirmation Must Be Notarized.

Statement of Affirmation "The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal. Proposer's Name: Willis Lucas Proposers Address: 551 C West League City Parkway League City, TX 77573 Signatory's Name: Willis Lucas Signatory's Position/Title: President Signature: date 06/27/2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

My Commission expires 02/06/2019

MERIAM DIANE TAYLOR Notary Public, State of Texas

My Commission Expires February 6, 2019

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Total Score

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Sco abrabbA abnabbA otal seogoid Evaluator: Team Average owest Base proposal

The Base Proposal Cost rating is from kneeted dollar. The scoring far the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposes cost to obtain the grading and multiplying that faction by the 30 points possible. Therefore the proposal cost proposal co

State of Texas

Proposal Evaluation Worksheet

Proposal Package

B161016 Walkway Accessibility Compliance



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLE

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B161016	
Solicitation Title: WALKWAY ACCESSIB	LITY COMPLIANCE
Contractor hereby CERTIFIES that:	
proposed for suspension, or declared ineligit	resently debarred, suspended, proposed for debarment, ble under Executive Order 12549 or Executive Order ot in any other way ineligible for participation in
for debarment, proposed for suspension, or on Executive Order 12689, Debarment and Suspension in Federal or participation in Federal or	t and have not been debarred, suspended, proposed declared ineligible under Executive Order 12549 or pension, and were not and have not been in any other State assistance programs at the time its' proposal herein and at any time since submission of its'
Contractor has included, and shall continue to itself and any sub-contractors in connection	to include, this certification in all contracts between with services performed under this contract; and
Contractor shall notify Galveston County in the Galveston County Purchasing Agent, if C 12549 or 12689 during the term of its contract	writing immediately, through written notification to Contractor is not in compliance with Executive Order ct with Galveston County.
Contractor Represents and Warrants that the indivince Certification on its behalf has the full power and authorise hereto.	dual executing this Acknowledgment and nority to do so and can legally bind the Contractor
Lucas Construction Company, Inc.	06/27/2016
Name of Business	Date
By: (1) ellis Vercai	Willis Lucas - President
Signature	Printed Name & Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

ror vendor doing business with local governmental entity				
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).				
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.				
A vendor commils an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
Name of vendor who has a business relationship with local governmental entity.				
Check this box if you are filing an update to a previously filed questionnaire.				
(The law requires that you file an updated completed questionnaire with the apprlater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	opriate filing authority not naily filed questionnaire was			
Name of local government officer about whom the information in this section is being discid	sed,			
	·			
. Name of Officer				
This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.				
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	come, other than investment			
Yes No				
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local	or at the direction of the local il governmental entity?			
Yes No				
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one percent	respect to which the local			
Yes No				
D. Describe each employment or business and family relationship with the local government of	officer named in this section.			
4				
Not Applicable 06/27/2	2016			
Signature of vendor doing business with the governmental entity Da	te			

§ §

County of Galveston

	NON-COLLUSION AFFIDAVIT				
fi	Before me, the undersigned notary, on this day personally appeared Willis Lucas (Affiant), whom being irst duly sworn, deposes and certifies that:				
bi	Affiant is the President of Lucas Construction Company, Inc.				
	(Individual, Partner, Corporate Officer) (Name of Proposer)				
	submitted the attached Bid/Proposal in RFP #B161016 WALKWAY ACCESSIBILITY COMPLIANCE				
•	Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;				
	The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;				
•	The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;				
	Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;				
	Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;				
	Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;				
•	Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and				
•	Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf. Signature of Affiant				
sv	MERIAM DIANE TAYLOR Notary Public, State of Texas My Commission Expires February 6, 2019 MORN TO and SUBSCRIBED before me this 27th day of June , 2016. My Commission Expires: 02/06/2019				



COUNTY of GALVESTON

Purchasing Department 18V. 1.3, March 29, 2010

FORM	PEID:
------	-------

Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent 722 Moody Avenue (21st. Street), 5th Floor Galveston, Texas 77550 (409) 770-5371 office (409) 621-7987 fax

	(100) 621-1367 128				
Business Name:	Lucas Construction Co	ompany, Inc.			
Attention Line:	Willis Lucas				
Physical Address:	551 C West League Ci	551 C West League City Parkway			
City:	League City	State: TX	Zip+4: 77573		
Billing / Danils Add			15,514, 11010		
Billing / Remit Address:	Same as Above				
City:		State:			
		State:	Zlp+4		
Main Contact Person:	Willis Lucas	Willis Lucas			
Main Phone Number:	281-316-9990				
Fax Number:	281-316-6087				
E-mail Address:	lucasconstruction@cor	ncast.net			
	Areas below are for Cou	nty use only			
Requested By:			Maria de la companya de la companya de la companya de la companya de la companya de la companya de la companya		
Department:		Dater			
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(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (se chown on your income toy return) Alexand		The Paris	-						
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lucas Construction Company, Inc.									
2 Business name/disregarded entity name, if different from above										
bage 5										
č	3 Check appropriate box for federal tax classification; check only one of the fo	llowing seven boxes:			4 Ex	emption	s (coc	des app	ly only	to
s o	Individual/sole proprietor or					iin entitle	s, no	t individ	uals; s	ee
tion						Exempt payee code (if any)				
nt or	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions)					Exemption from FATCA reporting code (If any)				
P.S.						(Applies to accounts metatained outside the U.S.)				
ĊĘ.	5 Address (number, street, and apt. or suite no.)		Requester's	s name	and ad	dress (o	ptions	al)		
900	551 C West League City Parkway									
See	6 City, state, and ZIP code									
S	League City, TX 77573									
	7 List account number(s) here (optional)									
Par	1. 3									
backı	your TIN in the appropriate box. The TIN provided must match the name up withholding. For individuals, this is generally your social security numerical security in the security in the security in the security is generally your social security in the security is generally your social security in the security is generally your social security in the security is given by the security in the security is given by the security in the security in the security is given by the security in the security in the security is given by the security in the security is given by the security in the security is given by the security is given by the security in the security is given by the security is given by the security in the security is given by the se	e given on line 1 to avo	old Sc	oclal se	curity	number				
reside	ent alien, sole proprietor, or disregarded entity, see the Part I Instruction	s on page 3. For other	!		_		_			
entities, it is your employer identification number (EiN). If you do not have a number, see How to get a										
TIN on page 3.										
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.					ļ					
Par	t II Certification		7	6	0	2 5	2	9 5	9	
No. of Concession, Name of Street, or other Designation, Name of Street, Name	r penalties of perjury, i certify that:									
	e number shown on this form is my correct taxpayer identification number	and for Lam welling for		!-	-U U. a .					
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					e am					
	m a U.S. cilizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	is correct							
pecau Intere: genera	ication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax returnst pald, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3.	 For real estate transactions to 	otions, iter an individ	n 2 do	es not	apply.	For r	nortga	ge	
Sign Here		Dat	•▶ 06/	27/2	016					
Gen	eral Instructions	Form 1098 (home mort (tuition)	gage intere	st), 109	8-E (stu	ident los	ın Inte	erest), 1	098-T	
Section	references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled	(Ideb I							
Future	developments. Information about developments affecting Form W-9 (such slation enacted after we release it) is at www.irs.gov/fw9.	• Form 1099-A (acquisition		onmen	nt of sec	ured pro	pertv)		
	ose of Form	Use Form W-9 only if y	ou are a U.), to	

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an Information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of Income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) Indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Galveston County – Walkway Accessibility Compliance Schedule of Values

Mobilization	\$5,000.00
I – 1.1 - Animal Resources	\$3,000.00
I – 2.11.a - Jack Brooks Park	\$1,500.00
I – 2.15a - Jack Brooks Park	\$8,000.00
I – 2.6.a - Jack Brooks Park	\$1,500.00
I – 2.7.a - Jack Brooks Park	\$2,000.00
I – 3.2 - Galveston County Justice Center	\$2,000.00
I – 4.3.a – Joyce Medford Pavilion	\$2,000.00
l – 4.2.a – Bayshore Park	\$2,000.00
I – 4.2.b – Bayshore Park	\$1,500.00
I – 6.1 – Juvenile Justice Center	\$2,500.00
J – 2.2.b – Paul Hopkins Park	\$2,000.00
J – 4.2.a – Ray Holbrook Park	\$4,000.00
J – 4.2.b – Ray Holbrook Park	\$12,000.00
J – 4.2.c – Ray Holbrook Park	\$5,000.00
J – 4.4.b – Rest Room Ray Holbrook Park	\$2,500.00
K – 2.2 – Texas City Annex Building	\$3,500.00
K – 3.2 – Fort Travis Park	\$8,000.00
K – 7.1.f – JB Court La Marque	\$2,000.00
K – 8.1.b – North County Annex Building	\$2,000.00
K - 9.3.a - Bacliff Community Center	\$2,000.00
Z – 2.1.a – Walter Hall Park	\$6,000.00
Z – 2.1.e – Walter Hall Park Boat Ramp	\$2,000.00
Z – 2.1.b – Walter Hall Park Picnic Table	\$2,000.00
Z – 4.1 – Lobit Park	\$11,000.00
Z – 6.1.c – Road and Bridges Office	\$8,000.00
Total	\$103,000.00

		COUNTY OF GALVESTON		
	REQUEST F	OR BUDGET AMENDMENT/TRANSI		
Department:	ent: Facilities		BA 16-124-0719-G	
Date Submitted:	Submitted: July 13, 2016		(Assigned by Budget Office)	
will be processed at the earliest available Court mamendment be present on the date of its submittal GENERAL EXPLANATION:	and submit to the Budget Office at least eleve eeting date. If information on this form is in to the Court for action.	ren (11) days prior to the first regularly scheduled Turncomplete, the amendment will be returned to your of	fice for completion. It is suggested	I that the department requesting the
Acquest addition deficial 2 and ADA Compilation		endment does not increase the budget for FY		nys
	TRANSFER	FROM		Auditor Use Only
Fund	Department	Line Item:	Amount	Account Balance Sufficient
1101 - General Fund	170104 - ADA Compliance	5481000 - Other Contract Services	103,000	(Y/N)
TOTAL - Transfer From	ALL COMPANY TO A STATE OF THE S		\$ 103,000	
4	TRANSFEI	RTO		Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	170104 - ADA Compliance	5722000 - Building Improvements	103,000	
TOTAL - Transfer To			\$ 103,000	
ADDITIONAL COMMENTS:				
	· · · · · · · · · · · · · · · · · · ·	-		
Departmental Authorization	Date			
			David M. Delac	7/13/2016
Human Resources Department	Date		Budget Office Authorization	Date Date
		AUDITOR'S REVIEW		
This budget amendment has been reviewed for va	lidity of accounts and sufficiency of accoun	t balances used for budget transfer.		
Reviewed by:	-		Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	

County Architect



MEMO

Addressed to:

Bob Boemer	Director County Legal
	Facilities Director
Hill Olson	Property Manager
	CFO

Project: Accessibility Requirements as interpreted by DOJ

Executive Summary:

We should be complete with corrective actions for ADA compliance as required by DOJ October 2016.

The current estimate for the project is \$419,479.

The project budget is \$456,013.

The estimate today is lower than expected. There are a number of variables in that estimate that preclude changing the overall budget at this time. We are designing corrective actions for buildings the DOJ did not review and estimates are not fully developed on those reviews.

Court agreed to extend the time for staff to complete the in house portion of this project until October 19, 2016.

Items:

Dudget

Budget	\$456,013
Actual expenses and estimate	
Actual to June 28, 2106	\$133,773
Encumbered to June 28, 2106	\$52,706
Proposal for walkways	\$103,000
Estimated Door work at 722 Moody	\$45,000
Estimated assistive listening systems in courtrooms	\$40,000
Miscellaneous remodeling	\$45,000
Total estimate	\$419,479

\$456 D12

Memo Continued

To complete the work:

There are numerous corrective actions required to complete the list of deficiencies identified by DOJ and those identified by our Independent Licensed Architect.

The ILA has surveyed 23/23 (100%) of the public use facilities that were not surveyed by DOJ and are required to be surveyed by Galveston County. We have the reports and are planning the corrective actions.

The ILA has reviewed 33/45 (73%) of the public use facilities DOJ surveyed for corrective measures taken by Galveston County.

Documentation, including photography, is being accomplished by the Carpenter and laborer hired for this project. That effort is ongoing.

Approximately 247/352 (70%) actions are complete in the DOJ surveyed facilities and documented. The bulk of remaining items are concrete walkways, assisted hearing systems in Courts, and 722 Moody doorways.

Approximately 24/123 (19%) actions are complete in the Non-DOJ surveyed facilities and documented. The bulk of remaining items are concrete walkways.

The ILA has certified 6/63 (10%) of the public use facilities compliant with ADA and all corrective actions complete.

Major initiatives required to complete the work:

These 2 items are beyond the capabilities of the staff and require an outside contractor to provide the work.

Item 1 may be approved by Commissioners Court July 19, 2016.

- 1. Provide firm slip resistant walkways in various parks. This effort will require an outside contractor provide the work. (\$102,000)
 - a. Holbrook Park
 - b. Jack Brook Park
 - c. Fort Travis
 - d. Bayshore Park

Item 2 below is complete.

 Extend handrails or otherwise modify at various locations. – This effort will require an outside contractor provide the work. (\$41,270 encumbered in PO C605742)

The following items are beyond the capabilities of staff and require procurement to hire an outside contractor to provide the work.

Memo Continued

- 3. Modify or correct doors at 722 Moody. This effort will require an outside contractor provide the work. (\$45,000)
- 4. Various remodeling at 722 Moody, Jail, Faggard Bldg, Bacliff Community Center, Pioneer House at Carbide Park, Hopkins Park Restrooms. (\$45,000)

The following item will be accomplished by IT.

- 5. Install assistive listening systems in 8 courtrooms. (\$40,000)
 - a. Popovich Bldg.
 - b. LaMarque JP
 - c. North County Annex JP
 - d. Bayshore JP
 - e. West County Annex JP
 - f. Commissioners Court 722 Moody
 - g. Jury Assemble Justice Center

Dudley Anderson, County Architect

County Architect



MEMO

<u>ltem:</u>

Two Contractors responded to the advertisements for Proposal #B161016 on the referenced project. Both contractors are well known to the County, have successfully completed projects for the County, and have provided quality work for the County.

I recommend Lucas Construction Company, Inc. be awarded Proposal #B161016 on the referenced project. The award is based upon Lucas Construction Company, Inc. submitting the lowest cost responsive proposal.

The proposed cost is \$103,000.00. The cost is within budget and appears to be a reasonable cost for the scope of work.

Sufficient funds have been budgeted for this contract, however a budget amendment will be required place the funds in the correct accounts.

I request you ask Commissioners Court to consider award of this contract to Lucas Construction Company, Inc. and we will then proceed to coordinate with them to submit a contract that can be considered by Commissioners at the first opportunity.

Dudley Anderson, County Architect

W:\Architecture\0 PROJECTS\12-003 DOJ ADA review\accessible routes\Memo-B161016 Recommendation doc

PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to construct or repair walkways at various locations throughout Galveston County Facilities to comply with the ADA.

The scope of work includes but is not limited to demolition, concrete, metal handrails, decomposed granite walkways, and repair of grounds disturbed by construction activity...

Refer to drawing sheets (sheet number in lower right corner of sheet) NOTES, 01, 02, 03, 04, 05, 06, 07, I-1.1, 1-2, I-2.15.a, I-2.6.a, I-2.7, I-3.2, I-3.4.b, I-4.2.a(.b &3.a), I-4.2.a page 2, I-4.2.a page 3, I-6.1, J-2.2.b, J-4.2, J-4.2 page 2, J-4.4nb, K-2.2, K-3.2, K-3, page 2, K-7.1.f, K-8.1.b, K-9.3.a, Z-2.1.a, Z-2.1.b, Z-4.1, Z-4.1 page 2, Z-6.1.c for scope of work and locations.

Provide field measurements to assure proper fit and location.

1.	OWNER:	Galveston County
2.	PROJECT:	Walkway Accessibility Compliance
3.	Architect	J. Dudley Anderson
4.	SUBMITTE	Business Name
		Title of person authorized to bind the Proposer Project Manager / Owner
		Street Address 7531 FM 2004
		City, State zip Hitch cock, TX 77563
		Phone number 281 - 414 - 86 44
		E-mail gdaenen @ ecox stream. Com FEIN (Tax ID) 47-1165099
		FEIN (Tax ID) 47-1165099
5.	ADDENDA	The undersigned acknowledges receipt of addenda if issued:
Ado	denda\(\sqrt{1}	date initial here
6.	PROPOSAL	

- A. Having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required for the sum or sums set forth below.
- B. In submitting this proposal, the undersigned, agrees to the following:
 - Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
 - 02. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.

7.	The undersigned acknowledgupon him any property righ	ete the Work in accordance winct Time. ges that being notified that he heart to an award of the Contracted under the Proposal or tentacted that he contracted the Contract	as the best responsible Proposet or anything of value. The	sal does not convey
8. (An	Proposal: The undersigned a	grees to perform the complete W	Fork of this Project, for the lunder of the	np sum price of: 230,000. (Amount in figures)
UN	IT PRICES			
	work for item / above for the	grees to provide 4'-0" wide con unit price per linear foot of: No/LOO		-
10.	Proposal: The undersigned a by the unit price per linear for	grees to reduce the lump sum i	n item 7 above for 4'-0" wide	concrete walkway
11.	Proposal: The undersigned a defined scope of work for iter	agrees to provide 5'-0" wide on 7 above for the unit price per	decomposed granite walkway	in addition to the
12.	Proposal: The undersigned as walkway by the unit price per	grees to reduce the lump sum in	item 7 above for 5'-0" wide	decomposed granite
		agrees to complete the work in _		
	·			d be required, an mp sum.
Jun	15, 2106	Proposal Form		page 2 of 9

•	Previous contract references – who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:
	Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information"
	Business or Organization name <u>Galve Ston County</u> Name and title of contact at that business or organization <u>Llewign Building Renotations</u> <u>Anderson</u> Business or Organization street address 722 Moody 21/54 Street
	Business or Organization City, State zipG_lve5led, TX 77550 Telephone number 409 - 770 - 5330 E-mail addressdudley.ander5on@(a.ga/ve5ton.tx.us
	Business or Organization name Galde Ston County Health District Name and title of contact at that business or organization Hill Olson Addition of Control Access of Business or Organization street address 9850-A Enmeth F. Lawry Expg. Suite A 108 Business or Organization City, State zip Texas City, TX 7759
	E-mail address holson & g chd. Org Business or Organization name Galveston County
	Name and title of contact at that business or organization Dudky Ander on ADA Hendrall Project Business or Organization Street address 722 Mondy 21st Street Business or Organization City, State zip Galveston, 7x 77550 Telephone number 409 - 770 - 5330
	E-mail address du l'accorde San El Consolle Stan HY (15

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:
Business or Organization name Door Pro Systems Name and title of contact at that business or organization Eric Hobbs / Various Contracts for Business or Organization street address G7/1 Bingle Rd. Business or Organization City, State zip Houston, 7x 77092 Telephone number 713 - 462 - 0050 E-mail address Chabbs & door prosystems. Com
Business or Organization name Blue line Rentals Name and title of contact at that business or organization DeAnna Wells / Equipment Rental Business or Organization street address 26.36 Bayrort Blud. Business or Organization City, State zip Securocky 7X 77586 Telephone number 28 1 - 474 - 2444 E-mail address deanna Wells Offueline Cental Com
Business or Organization name Sherwin Williams Name and title of contact at that business or organization Accounts Receivable Galussian County Business or Organization street address 3324 Palmer Huy Business or Organization City, State zip Texas City, TX 77590 Telephone number 409-945-2304 E-mail address NA
EXCEPTIONS (if no exceptions are taken, state NONE): Remainder of this page intentionally left blank.

NOTE: The Statement of Affirmation Must Be Notarized.

Statement of Affirmation

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ecox Stream, LLC
Proposers Address: 7531 FM 2004
Hitchcock, TX 77563
7
Signatory's Name: Geoffrey Daenen
Signatory's Name: Geoffrey Daenen Signatory's Position/Title: Project Manages / Owner Signature: date 6/28/16
Signature: date 6 28 16
hci $d = h - H$
Subscribed and sworn to me on this 28 day of June, 2016
Janua Duki
Notary Public Tamyra Dickey
My Commission expires

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Cou	nty of Galveston	§ §				
	, 02 0					
	*	NON-COLLUSION AFFIDAVIT				
Befo who	ore me, the undersign m being first duly sw	od notary, on this day personally appeared Geoffrey Dienzel (Affiant), orn, deposes and certifies that: Owner of Ecoxstream, LLC				
•	Affiant is the, that	Owner of Ecoxstream, LLC				
	(Indi	idual, Partner, Corporate Officer) (Name of Proposer) d Bid/Proposal in RFP/Bid #				
•	Affiant is a duly Affidavit;	authorized representative of Proposer and is authorized to make this Non-Collusion				
•	The attached Pro	posal/Bid is genuine and is not a collusive or sham Proposal/Bid;				
•		posal/Bid has been independently arrived at without collusion with any other bidder,				
		n, competitor, or potential competitor;				
		has not colluded, conspired, connived or agreed, directly or indirectly, with any other on, firm, competitor, or potential competitor, to submit a collusive or sham bid or that				
		oposer, person, firm, competitor, or potential competitor shall refrain from				
	bidding/proposing;	reserve personal and a serve personal companion of the reserve to the				
=	Bidder/Proposer	has not in any manner, directly or indirectly, sought by agreement or collusion or				
		nference with any other bidder, proposer, person, firm, competitor, or potential				
		orice or prices in the attached Bid/Proposal or of the bid/proposal any other				
	bidder/proposer;					
**		has not in any manner, directly or indirectly, sought by agreement or collusion or				
	communication or conference with any other bidder, proposer, person, firm, competitor, or potential					
	competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any					
		lveston County or any person interested in the proposed contract;				
		any manner, directly or indirectly, sought by agreement or collusion or communication				
		by other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed				
		er, proposer, person, firm, competitor, or potential competitor any money or anything of				
		sistance in procuring or attempting to procure a contract or in return for establishing the				
		attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and				
		that-Affiant-is-fully-informed-regarding-the-accuracy-of-the-statements-contained-herein,				
		f perjury, certifies and affirms the truth of the statements herein, such penalties being				
	applicable to the Bio	der/Proposer as well as to Affiant signing on its behalf.				
		5: 5 5.150				
		Signature of Affiant				
sw	ORN TO and SUBS	CRIBED before me this 28 day of JUM, 20 16.				
STURY PLUE	Tamyra Dick					

My Comm, Exp. 11/19/2019

Geoffrey A. Daenen

League City, TX (281-414-8644) geoffreydaenen@yahoo.com

Summary of Qualifications

- 8+ years of Operational Management and Project Management experience.
- Motivated towards achieving set goals and deadlines in a timely manner.
- Good eye for detail, well organized, and skilled in setting priorities.
- Skilled and thorough in analyzing problem situations and finding creative solutions.
- Experienced in customer service and vendor relationships.
- Strong ability to effectively multi-task in any environment.

Professional Experience

EcoXstream, LLC

Owner/Project Manager

Hitchcock, TX 07/2014 - Present

- Project Manage various types of Commercial Construction Projects
- Manage project planning for all ongoing projects and forecast timelines for upcoming projects.
- Oversee Project Controls
- Construction Consultant for Galveston County
- Manage renovations at Calder Rd. Annex County Judge Office, Congressman Ron Webber Office, Senator Larry Taylor Office, ADA Handrails Project
- Manage Maintenance of Galveston County Court House & Justice Center

RLN Industries

Project Manager

Hitchcock, TX 01/2012 - 07/2014

- Project Manage various types of Commercial Projects
- Maintain customer relations with clientele
- Manage project planning for all ongoing projects and forecast timelines for upcoming projects.
- Oversee Project Controls
- CMA for Galveston County Llewellyn Building Project
- Manage renovations at Calder Rd. Annex for Galveston County
- Participate in Galveston County SRL Program

Power Packages

Operations Manager

Hitchcock, TX 09/2009 – 11/2011

- Coordinated and supervised day to day operations at the Hitchcock facility.
- Lead monthly safety meetings and reporting of safety to corporate.
- Managed the field service division where I was in charge of dispatch and trouble shooting.
- Maintained project planning for all ongoing projects and forecast timelines for upcoming projects.
- Assisted corporate HR by handling paperwork for all new hires, benefits inquiries, accident reports, and terminations at Hitchcock facility.



b. Refrences from previous contracts comparable to this contract sizs and scope in the last 5 years.

Llewellyn Building Renovations - (Care Here Clinic) Galveston County, TX

- Contract Total \$732,432.00
 - o Complete Remodel
 - Demo Interior and full build out of new medical clinic
 - o Role CMa/Project Manager for Galveston County
 - o Date (11/2013)
 - o Duration 8 months
 - Contact: Dudley Anderson 409-770-5330

Rebuild Galveston Coast Guard Base Galveston, TX

- Contract Total \$2,100,000.00
 - o New Construction Admin & UPH Building
 - Approx. 30,000 sq. ft.
 - Interior Partitions
 - Spray Foam Insulation (Closed Cell)
 - Painting
 - Doors and Hardware
 - Handrail and Misc. Metal Work
 - o Role Project Manager
 - o Date -(7/12 3/13)
 - o Duration 6 months

Rebuild Galveston Coast Guard Base Galveston, TX

- Contract Total \$273,500.00
 - o New Construction Asphalt Parking Lot
 - 123,200 sq. ft.

- o Role Project Manager
- o Date -(8/2013)
- o Duration 2 weeks

Louis-Dreyfus

Houston, TX

- Contract Total \$256,000.00
 - o Painting Exterior Escalator & Structure
 - Required Scaffolding
 - o Role Project Manager
 - o Date -(4/2012)
 - o Duration 4 weeks

Calder Rd. Annex – Renovations (for Galveston County) League City, TX

- Contract Total \$24,000
 - o Add new offices for newly elected officials
 - Congressmen
 - o Role Project Manager
 - o Date (3/2014)
 - o Duration 3 weeks
 - Contact: Dudley Anderson 409-770-5330

Records Storage Project – Exterior Repair (Old North Jail) Galveston, TX

- Contract Total \$37,000
 - o Exterior Repair Structure
 - Clean, Waterproof, and Paint exterior brick and stucco
 - Required (2) 60ft Boom Lifts
 - o Role Project Manager
 - o Date (5/2014)
 - o Duration 4 weeks
 - Contact: Dudley Anderson 409-770-5330





e. List of proposed	subcontractors,	suppliers, and	l other tean	n members.

Subcontractors:

Ecoxstream, LLC in planning to self-perform this project.

Suppliers:

Our suppliers will be Mainland Concrete and CMC Construction Services.



h. Proposer's Safety Record

Ecoxstream, LLC has maintained a perfect safety record. No injuries or claims to date.





<u>i. Proposers history of claims, mediation, litigation or arbitration with any owner in the past 5 years.</u>

Ecoxstream, LLC has no history of claims, mediation, litigation or arbitration with any owner in the past 5 years.





j. Proposers history of compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Dept. of State Health Services.

Ecoxstream, LLC has complied, any will continue to comply with all laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Dept. of State Health Services.



COUNTY of GALVESTON

Purchasing Department

	rev. 1.3, March 29, 2010
FORM PEID:	
· Ottill Lib.	Request for Person-Entity Identification Data
	Total data
Immémication of the con-	

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent 722 Moody Avenue (21st. Street), 5th Floor Galveston, Texas 77550 (409) 770-5371 office (409) 621-7987 fax

1.	Business Name:	Ecox Stream, LLC
	Attention Line:	Geoffrey Duran
2.	Physical Address:	7531 FM 2004
	City:	Hitch cock State: TX Zip+4: 77563
		Jan. 17 ZIP+4: 7/3(c)
3.	Billing / Remit Address:	2503 Gray Kirby Dr.
	City:	100000 (34)
		League City State: 1X Zlp+4 775 73
4.	Main Contact Person:	Geoffrey Daenen
	Main Phone Number:	281 - 414 - 8644
	Fax Number:	NA
	E-mail Address:	gdaenen @eroxstream. Com
		Areas below are for County use only.
	Requested By:	Phone /.Ext. #
	lead to the second state of	Dater
	Action Requested - Check	One; IFAS PEID Vendor Numbers
	() Add New	
	() inactivate:	() Employee () Attorney
	() Landlord	
	() One Time	() Foster Child () Refund

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor doing business with local governmental entity This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. **OFFICE USE ONLY** This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local Date Received governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. Name of vendor who has a business relationship with local governmental entity. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was Incomplete or inaccurate.) Name of local government officer about whom the information in this section is being disclosed. This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? Yes B. Is the vendor receiving or Ilkely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? Yes D. Describe each employment or business and family relationship with the local government officer named in this section. 4

of version dolling business with the governmental entity



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLE

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B161016

Solicitation Title: WALKWAY ACCESSIBLITY COMPLIANCE
Contractor hereby CERTIFIES that:
Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;
Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;
Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; and
Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.
Contractor Represents and Warrants that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.
Ecox Stream, LLC 6/28/16 Name of Business, Date
By: <u>Geoffrey Daenen - Project Manager</u> Signature & Title



Proposal Date – July 28, 2016 Proposal Time 2:00 P.M. Proposal Number – B161016

WALKWAY ACCESSIBILITY COMPLIANCE

PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to construct or repair walkways at various locations throughout Galveston County Facilities to comply with the ADA.

The scope of work includes but is not limited to demolition, concrete, metal handrails, decomposed granite walkways, and repair of grounds disturbed by construction activity..

Refer to drawing sheets (sheet number in lower right corner of sheet) NOTES, 01, 02, 03, 04, 05, 06, 07, I-1.1, 1-2, I-2.15.a, I-2.6.a, I-2.7, I-3.2, I-3.4.b, I-4.2.a(.b &3.a), I-4.2.a page 2, I-4.2.a page 3, I-6.1, I-2.2.b, I-4.2, I-4.2 page 2, I-4.4nb, K-2.2, K-3.2, K-3. page 2, K-7.1.f, K-8.1.b, K-9.3.a, Z-2.1.a, Z-2.1.b, Z-4.1 page 2, Z-6.1.c for scope of work and locations.

Provide field measurements to assure proper fit and location.

1. 2. 3.	OWNER: PROJECT: Architect	Galveston County Walkway Accessibility Compliance J. Dudley Anderson
4.	SUBMITTE	D BY: Business Name Lucas Construction Company, Inc.
		Name of person authorized to bind the Proposer Willis Lucas
		Title of person authorized to bind the Proposer_President
		Street Address 551 C West League City Parkway
		City, State zip_League City, TX 77573
		Phone number 281-316-9990
		E-mail_lucasconstruction@comcast.net
		FEIN (Tex ID) 76-0252959
5.	ADDENDA:	The undersigned acknowledges receipt of addenda if issued:
Add	enda	date initial here

6. PROPOSAL:

- A. Having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required for the sum or sums set forth below.
- B. In submitting this proposal, the undersigned, agrees to the following:
 - O1. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
 - O2. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.

H1 H1

	 Complete the Work in accordance with the Contract Contract Time. 		
7.	The undersigned acknowledges that being notified that he has the best respupon him any property right to an award of the Contract or anything acknowledges that no rights rest under the Proposal or tentative award and obtain will arise only upon execution of the Contract.		
8.	Proposal: The undersigned agrees to perform the complete Work of this Projection	ect, for the lun	ıp sum price of:
_(One Hundred Three Thousand	2 011\on	103,000.00
(Aı	One Hundred Three Thousand Dollars mount written in words governs)		(Amount in figures)
UN	NIT PRICES		
9.	Proposal: The undersigned agrees to provide 4'-0" wide concrete walkway it work for item 7 above for the unit price per linear foot of:	addition to t	ne defined scope of
<u>T</u>	wenty SixDollars aDollars aDollars a	and no/100 \$	26.00
(Ar	mount written in words governs)		(Amount in figures)
10.	Proposal: The undersigned agrees to reduce the lump sum in item 7 above f by the unit price per linear foot of:	or 4'-0" wide	concrete walkway
	Twenty Dollars a	2 001\on bus	20.00
(An	nount written in words governs)	ina nortou a	(Amount in figures)
	Proposal: The undersigned agrees to provide 5'-0" wide decomposed grandefined scope of work for item 7 above for the unit price per linear foot of:		
	Twenty Six Dollars a	2 001/on ba	26.00
(An	Twenty Six Dollars a nount written in words governs)	-14 110/ 140 W _	(Amount in figures)
	Proposal: The undersigned agrees to reduce the lump sum in item 7 above for walkway by the unit price per linear foot of:		
	Twenty	nd no/100\$_	20.00
(An	nount written in words governs)		(Amount in figures)
13.	Contract Time: Undersigned agrees to complete the work in120	calendar	days.
Prin	ted name of person authorized to bind the Proposer: Willis Ducas	***************	***************************************
Prop	poser's Signature:	Date:	06/27/2016

Proposal Checklist

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non- responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

	\bigvee	Proposal Evaluation Waiver and Qualification Statement - see below
		<u>Vendor Qualification Packet</u> - if not on file with Galveston County Purchasing Agent
		Debarment Certification Form
	V	Conflict of Interest Questionnaire - if applicable and/or on file with Galveston County Clerk
	\checkmark	Non Collusion Affidavit
	V	Form 1295 - Disclosure of Interested Parties - if not on file with Galveston County Purchasing Agent
	\Box	Single page resume of superintendent, Project Manager, and Project Executive for this project
		Listing of proposed subcontractors, suppliers, and other team members
		Statement of the Proposer's safety record
9	V	Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years
		Statement of the Proposer's historic compliance with laws and codes governing construction activities
Duplicate		Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years

June 15, 2106 Proposal Form page 3 of 9

Previous contract references - who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:
Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information"
Business or Organization name County of Galveston
Name and title of contact at that business or organization Mike Fitzgerald - Engineer
Business or Organization street address
dusiness of Organization City. State zin
- 41- 11- 11- 11- 11- 11- 11- 11- 11- 11
E-mail address
Business or Organization name Pepper Lawson
Name and title of contact at that business or organization Buddy Goodson - Project Manager
Business or Organization street address 3160 Bee Cave Road, Suite 301
Business or Organization City, State zip Austin, TX 78743
Telephone number 512-632-6072
E-mail address BGood6459@aol.com
Business or Organization nameFichera Builders
Name and title of contact at that business or organization Al Fichera - Owner
Business or Organization street address 16511 FM 3005
Business or Organization City, State zip Galveston, TX 77554
Telephone number 409-737-2500
E-mail address elizabeth@ficherabuilders.com

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:
Business or Organization name Kelso Concrete Company
Name and title of contact at that business or organization
Business or Organization street address P.O. Box 2110
Business or Organization City, State zip Galveston, TX 77553
Telephone number 409-744-9993
E-mail address tnoble@jwkelso.com
Business or Organization name_ Fletcher Steel
Name and title of contact at that business or organization Sharon Fletcher - Owner
Business or Organization street address P.O. Box 73
Business or Organization City, State zip Seabrook, TX 77586
Telephone number 281-326-0047
E-mail address fletchersteel@msn.com
Business or Organization name CMC Construction Services Name and title of contact at that business or organization Bob Baxter - Sales Rep/ Manager
Business or Organization street address P.O. Box 844573
Business or Organization City, State zip Dallas, TX 75284
Telephone number 281-597-5480
E-mail address robert.baxter@cmc.com
EXCEPTIONS (if no exceptions are taken, state NONE): NONE

June 15, 2106

Remainder of this page intentionally left blank.

Proposal Form

page 5 of 9

Proposal Evaluation Waiver and Qualification Statement

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner (Galveston County) arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items <u>must</u> be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. The information may be formatted in the simplest form possible. There is no need or desire for marketing brochures to be presented. Failure to provide the information may result in no points awarded for that item in the evaluation process.

- a) The Proposers base proposed cost. This item accounts for 55% of the evaluation scoring.
- b) References from previous contracts comparable to this contract size and scope during the last five years. (include complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.
- c) References from previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.
- d) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for 5% of the evaluation scoring.
- e) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for 5% of the evaluation scoring.
- f) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.
- g) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for 5% of the evaluation scoring.
- h) The Proposer's safety record for 5% of the evaluation scoring.
- i) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for 5% of the evaluation scoring.
- j) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) assestos violations with the Department of State Health Services. This item accounts for 5% of the evaluation scoring.
- * Please refer to Page 7A for answer or reference to each of the items above.

NOTE: The Statement of Affirmation Must Be Notarized.

Statement of Affirmation
"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.
Proposer's Name: Willis Lucas
Proposers Address: 551 C West League City Parkway
League City, TX 77573
Signatory's Name: Willis Lucas
Signatory's Position/Title. President
Signature date 06/27/2016

Subscribed and sworp to me on this 27th day of June

Notary Public

My Commission expires 02/06/2019

LENO R RIOS Notary Public, State of Texas My Commission Expires October 29, 2018

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION



GALVESTON COUNTY ACCESSIBILITY COMPLIANCE PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT DETAIL ANSWERS OR REFERENCE FOR ALL ITEMS ON CHECKLIST

- a) The proposers base proposed cost is \$103,000.00.
- b) References from previous contracts comparable to this contract size and scope during the last five years can be found in detail in the separately attached booklet called Vendor/Contractors Qualification Packet in both Section III and Section IV.
- c) References from previous contracts with Galveston County and other political subdivisions located within Galveston County can be found in detail in separately attached booklet called Vendor/Contractors Qualification Packet in both Section III and Section IV.
- d) Single page resume of superintendent/project manager, Jimmy McGinnis, and the Project Executive, Willis Lucas, can both be found in the separately attached booklet called Vendor/Contractors Qualification Packet in Section VI.
- e) Listing of proposed subcontractors, suppliers and other team members can be found in the separately attached booklet called Vendor/Contractor Qualification Packet in Section IX.
- f) Lucas Construction will provide a Warranty for post construction maintenance, repair and service for emergency warranty work.
- g) Lucas Construction will complete the project in a satisfactory manner in 120 days.
- h) Lucas Construction has an excellent safety record and maintains Health, Safety and Environmental Programs, outlined in detail in the separately provided booklet called Vendor/Contractors Qualification Packet in Section 1.
- i) Lucas Construction has had no claims, not involved in any mediation or litigation and has not had to go through arbitration in the past 5 years, or ever, with any Owner of any project.
- j) Lucas Construction has always and will continue to adhere to all applicable federal, state and local laws and codes, including asbestos related codes governed by the Dept. of State Health Services, regarding any and all construction activity.

Base Proposal References Outsity of Completion Co	Ciamona, icali Attagra			3	.	,	,	n	n	Ġ	ın	2.00	so.	100
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State of Texas

Proposal Evaluation Worksheet

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County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department 722 Moody Avenue, (21st Street), 5th Floor Galveston, Texas 77550 (409) 770-5371 office (409) 621-7987 fax

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification

(please note that the included form <u>may not</u> be the latest revised form issued by the Internal Revenue Service.

Please check the IRS website at https://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire

(please note that the included form <u>may not</u> be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance:

If the person or entity seeking qualified vendor status with the

County will be performing work at or on any County owned facility and/or property, Certificate(s)

of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00):
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3)

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250,00 during the preceding 12-months, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk North County Annex, 1st Floor 174 Calder Road League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON

Purchasing Department rev. t.3, March 28, 2010

FORM	PEID:
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Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent 722 Moody Avenue (21st. Street), 5th Floor Galveston, Texas 77550 (409) 770-5371 office (409) 621-7987 fax

	(409) 621-7987 fax		
			*
Business Name:	Lucas Construction Co	ompany, Inc.	St.
Attention Line:	Willis Lucas		
Physical Address:	551 C West League Ci	ty Parkway	
City:	League City	State: TX	Zlp+4: 77573
Billing / Damit Add	,		
Dining / Lenin Wooleas:	Same as Above		
City:		State:	Zip+4
			[Zip+4
Main Contact Person:	Willis Lucas		
Main Phone Number:	281-316-9990		
Fax Number:	281-316-6087		
E-mail Address:	lucasconstruction@com	ncast.net	
	Areas below are for Cour	nty use only.	
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(Rev. December 2014) Department of the Treasury

• Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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	1 Name (as shown on your income tax return). Name is required on this line; do n Lucas Construction Company, Inc.	or leave this line blank.									
	2 Business name/disregarded entity name, if different from above									Bevenue as that I am ithholding lage RA), and See the are number as that I am ith be subject or a number and payee. If it is share of o line, and payee, and payee, and payee, and payee and payee and payee.	
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ğ	551 C West League City Parkway										
See	6 City, state, and ZIP code										
ഗ്	League City, TX 77573										
	7 List account number(s) here (optional)										
Pai	Taxpayer Identification Number (TIN)										
Enter	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avoi		ial s	ecurity	num	er	_	-	T	
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3. 1	am a U.S. citizen or other U.S. person (defined below); and										
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	is correct	•					***		
beca Inter- gene	ification instructions. You must cross out item 2 above if you have been use you have falled to report all interest and dividends on your tax returnest paid, acquisition or abandonment of secured property, cancellation of religy, payments other than interest and dividends, you are not required to uctions on page 3.	. For real estate transat	an individu	nal r	etireme	nt an	randi	emi	ent (IR/	i), an	d
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as legislation enacted after we release it) is at www.irs.gov/ws.		Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.									
An In	pose of Form dividual or entity (Form W-9 requester) who is required to file an information	If you do not return Fo to backup withholding, S	m W-9 to t	he re back	quester up with):	with a	a TIN, g? on	you	ı might ı ya 2,	be su	b/ect
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brok		exempt from the FATCA page 2 for further inform	reporting, i	S CO	rrect. Se	e Whi	at is F	AIC	и гвро	ung?	an

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Oate Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the appr later than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.)	ropriate filing authority not nally filed questionnaire was
Name of local government officer about whom the information in this section is being discid	osed,
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer will employment or other business relationship as defined by Section 176.001(1-a), Local Government of this Form CiQ as necessary.	ith whom the vendor has an nent Code. Attach additional
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	come, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local	or at the direction of the local al governmental entity?
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with government officer serves as an officer or director, or holds an ownership interest of one percent	respect to which the local ant or more?
Yes No	
D. Describe each employment or business and family relationship with the local government of	officer named in this section.
4	
Not Applicable 06/27/	2016
Signature of vendor doing business with the governmental entity Da	te



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLE

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B161016

Solicitation Title: WALKWAY ACCESSIBLE	TY COMPLIANCE
Contractor hereby CERTIFIES that:	
Contractor, and all of its principals, is not president proposed for suspension, or declared ineligible 12689, Debarment and Suspension, and is not if Federal or State assistance programs;	ently debarred, suspended, proposed for debarment, under Executive Order 12549 or Executive Order in any other way ineligible for participation in
Contractor, and all of its principals, were not as for debarment, proposed for suspension, or dec Executive Order 12689, Debarment and Susper way ineligible for participation in Federal or St was submitted in the procurement identified he proposal;	lared ineligible under Executive Order 12549 or usion, and were not and have not been in any other tate assistance programs at the time its' proposal
Contractor has included, and shall continue to itself and any sub-contractors in connection wi	nclude, this certification in all contracts between th services performed under this contract; and
Contractor shall notify Galveston County in wr the Galveston County Purchasing Agent, if Con 12549 or 12689 during the term of its contract	iting immediately, through written notification to attractor is not in compliance with Executive Order with Galveston County.
Contractor Represents and Warrants that the individu Certification on its behalf has the full power and author hereto.	
Lucas Construction Company, Inc.	06/27/2016
Name of Business	Date
By: 1/01/02/01/02/	Willis Lucas - President
Signature	Printed Name & Title

State	of	Texas
DIME	OI	Jexas

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County of Galveston

	· ·			
	NON-COLLUSION	AFFIDAVIT		
Be fir	efore me, the undersigned notary, on this day personally appeared rst duly sworn, deposes and certifies that:	Willis Lucas	(Affia	nt), whom being
•			tion Company, Inc). , that
	(Individual, Partner, Corporate Officer)	(Name	of Proposer)	
	submitted the attached Bid/Proposal in RFP #B161016 WALK	WAY ACCESSIB	ILITY COMPLIAN	CE
	Affiant is a duly authorized representative of Proposer and is au	horized to make th	is Non-Collusion Affi	idavit;
•	The attached Proposal/Bid is genuine and is not a collusive or sh	am Proposal/Bid;		
•	The attached Proposal/Bid has been independently arrived at with firm, competitor, or potential competitor;	hout collusion with	any other bidder, pro	poser, person,
•	Bidder/Proposer has not colluded, conspired, connived or agreed person, firm, competitor, or potential competitor, to submit a col person, firm, competitor, or potential competitor shall refrain from	lusive or sham bid	or that such other bide	dder, proposer, der, proposer,
•	Bidder/Proposer has not in any manner, directly or indirectly, so conference with any other bidder, proposer, person, firm, compethe attached Bid/Proposal or of the bid/proposal any other bidder.	itor, or potential co	or collusion or commonpetitor to fix the pr	unication or ice or prices in
•	Bidder/Proposer has not in any manner, directly or indirectly, so conference with any other bidder, proposer, person, firm, compecost element of the Bid/Proposal price or prices of any other biddensplracy, connivance, or unlawful agreement any advantage agreeoposed contract;	itor, or potential co ler/proposer, or to :	empetitor to fix the ov secure through any co	erhead, profit of
•	Affiant has not in any manner, directly or indirectly, sought by a with any other bidder, proposer, person, firm, competitor, or potential competitor any manner, person, firm, competitor, or potential competitor any manner or attempting to procure a contract or in return for estathe bid/proposal of any other Bidder/Proposer; and	ntial competitor, pa oney or anything o	aid or agreed to pay as f value in return for a	ny other bidder, ssistance in
•	Affiant certifies that Affiant is fully informed regarding the accurpenalties of perjury, certifies and affirms the truth of the statement Bidder/Proposer as well as to Affiant signing on its behalf	racy of the statements herein, such pen	nts contained herein, a alties being applicabl	and under e to the
		Signature of Af	fiant	
W	VORN TO and SUBSCRIBED before me thisday of	Jyne	, 2016 .	
	Lene	ILLO		
	LENO R RIOS Notary Public Notary Public Notary Public My Commission My Commission October 29, 2018	Expires: 02/0	06/2019	
_	~~~~~~~~~~~~~			

	CERTIFICATE OF INTERESTED PAR	TIES		FOR	м 1295
F	Complete Nos. 1 - 4 and 6 if there are interested parties.		ī	OFFICE USE	ONLY
l	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CER	RTIFICATION	
1	Name of business entity filing form, and the city, state and coun of business.	try of the business entity's place		ficate Number: 6-76562	
	Lucas Construction Company, Inc.				
2	League City, TX United States Name of governmental entity or state agency that is a party to the	e contract for which the form is		Filed: 7/2016	
	being filed. County of Galveston		Date	Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provid RFP #B161016 Walkway Accessibi Concrete, Demo, Repairs	ity or state agency to track or identify ded under the contract.	the c	ontract, and pro	vide a
4					f interest
	Name of Interested Party	City, State, Country (place of busin	ess)	(check a	
Lı	ıcas, Willis	League City, TX United States		Controlling X	Intermediary
_					
_					
				· · · · · · · · · · · · · · · · · · ·	
_					
5	Check only if there is NO Interested Party.				
6	AFFIDAVIT 1 swear, or	affirm, under penalty of perjury, that the	above	disclosure is tru	e and correct.
	MERIAM DIANE TAYLOR Notary Public, State of Texas My Commission Expires February 6, 2019 AFFIX NOTARY STAMP / SEAL ABOVE	Signature of authorized agent of con-		<i>t</i> -	
	Sworn to and subscribed before me, by the said \(\frac{\infty}{\infty} \frac{\infty}{\infty} \frac{\infty}{\infty} \). to certify which, witness my hand and seal of office.	il Cos, this the _&	274	day of <u></u>	une.
	Messam Day Meria Signature of officer administering oath Printed name of	officer administering oath T	Sec Title of	re-farve	ing oath

Title of officer administering oath



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

July 11, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

RFP #B161016, Walkway Accessibility Compliance

Contract #CM16197

Gentlemen.

Re:

On June 28, 2016, bids were opened for RFP #B161016, Walkway Accessibility Compliance, at which time two (2) proposals were received from the following companies:

Lucas Construction Company, Inc.

League City, TX Hitchcock, TX

EcoxStream, LLC

All bid submittals were thoroughly reviewed and it is requested that authorization be granted to enter into contract negotiations with the lowest cost, qualified bidder, Lucas Construction Company, Inc. in the amount of \$103,000.00.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment

County Architect



MEMO

Date	July 8, 2016
Addressed to:	6
Rufus Crowder	Galveston County Purchasing Agent
Project:	
Walkway Accessibility Compliance	
Project #12-003:	Proposal #B161016

<u>ltem:</u>

Two Contractors responded to the advertisements for Proposal #B161016 on the referenced project. Both contractors are well known to the County, have successfully completed projects for the County, and have provided quality work for the County.

I recommend Lucas Construction Company, Inc. be awarded Proposal #B161016 on the referenced project. The award is based upon Lucas Construction Company, Inc. submitting the lowest cost responsive proposal.

The proposed cost is \$103,000.00. The cost is within budget and appears to be a reasonable cost for the scope of work.

Sufficient funds have been budgeted for this contract, however a budget amendment will be required place the funds in the correct accounts.

I request you ask Commissioners Court to consider award of this contract to Lucas Construction Company, Inc. and we will then proceed to coordinate with them to submit a contract that can be considered by Commissioners at the first opportunity.

Dudley Anderson, County Architect

W.\Architecture\0 PROJECTS\12-003 DOJ ADA review\accessible routes\Memo-B161016 Recommendation.doc

Proposal Date - July 28, 2016 Proposal Time 2:00 P.M. Proposal Number - B161016

WALKWAY ACCESSIBILITY COMPLIANCE

PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to construct or repair walkways at various locations throughout Galveston County Facilities to comply with the ADA.

The scope of work includes but is not limited to demolition, concrete, metal handrails, decomposed granite walkways, and repair of grounds disturbed by construction activity..

Refer to drawing sheets (sheet number in lower right corner of sheet) NOTES, 01, 02, 03, 04, 05, 06, 07, I-1.1, 1-2, I-2.15.a, I-2.6.a, I-2.7, I-3.2, I-3.4.b, I-4.2.a(.b &3.a), I-4.2.a page 2, I-4.2.a page 3, I-6.1, J-2.2.b, J-4.2, J-4.2 page 2, J-4.4nb, K-2.2, K-3.2, K-3, page 2, K-7.1.f, K-8.1.b, K-9.3.a, Z-2.1.a, Z-2.1.b, Z-4.1, Z-4.1 page 2, Z-6.1.c for scope of work and locations.

Provide field measurements to assure proper fit and location.

1. 2. 3.	OWNER: PROJEC' Architect	
4.	SUBMIT	ED BY: Business Name Lucas Construction Company, Inc.
		Name of person authorized to bind the Proposer Willis Lucas
		Title of person authorized to bind the Proposer_President
		Street Address 551 C West League City Parkway
		City, State zip League City, TX 77573
		Phone number_ 281-316-9990
		E-mail lucasconstruction@comcast.net
		FEIN (Tax ID)76-0252959
5.	ADDENDA	: The undersigned acknowledges receipt of addenda if issued:
١dd	елda	date initial here
•	PROPOSA	L:
	um	ving visited and fully inspected the site and examined all conditions affecting the Project, the lersigned, proposes to perform the complete Work of the Project required for the sum or sums set the below.
	B. In	obmitting this proposal, the undersigned, agrees to the following: 101. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
		A A

02.

Contract.

Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may

be contracted with the difference in proposal amount added to, or subtracted from, the

7.	O3. Complete the Work in accordance with the Contract Documents of Contract Time. The undersigned acknowledges that being notified that he has the best responsible Proposition upon him any property right to an award of the Contract or anything of value. The acknowledges that no rights rest under the Proposal or tentative award and that any right obtain will arise only upon execution of the Contract.	sal does not convey
8.	Proposal: The undersigned agrees to perform the complete Work of this Project, for the lun	III Eum nrice of
	One Hundred Three Thousand	103.000.00
(An	One Hundred Three Thousand nount written in words governs) Dollars and no/100 \$	(Amount in figures)
UN	IT PRICES	,
	Proposal: The undersigned agrees to provide 4'-0" wide concrete walkway in addition to the work for item 7 above for the unit price per linear foot of:	
T	wenty Six Dollars and no/100 \$	26.00
(Am	nount written in words governs)	(Amount in figures)
10.	Proposal: The undersigned agrees to reduce the lump sum in item 7 above for 4'-0" wide by the unit price per linear foot of:	concrete walkway
T	Wenty Dollars and ma/100 to	20.00
(Am	wenty Dollars and no/100 \$	(Amount in figures)
11.	Proposal: The undersigned agrees to provide 5'-0" wide decomposed granite walkway defined scope of work for item 7 above for the unit price per linear foot of:	in addition to the
T	wenty Six Dollars and no/100 \$	26.00
(Am	ount written in words governs)	(Amount in figures)
12.]	Proposal: The undersigned agrees to reduce the lump sum in item 7 above for 5'-0" wide de walkway by the unit price per linear foot of:	composed granite
Tv	wenty Dollers and no/100 \$	20.00
(Amo	venty Dollars and no/100 \$ Dunt written in words governs)	(Amount in figures)
13. (Contract Time: Undersigned agrees to complete the work in 120 calendar of	lays.
Printe	ed name of person authorized to bind the Proposer: Willis Ducas	***************************************
Propo	ed name of person authorized to bind the Proposer: Willis Ducas ser's Signature:	6/27/2016

Previous contract references — who can attest to the Proposer's capability to carry out the requirements set forth in this proposal;
Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information"
Business or Organization name County of Galveston
Name and title of contact at that business or organization Mike Fitzgerald - Engineer
Business or Organization street address
Business or Organization City, State zip Telephone number 832-815-0209
E-mail address
Business or Organization name Pepper Lawson
Name and title of contact at that business or organization Buddy Goodson - Project Manager
Business or Organization street address 3160 Bee Cave Road, Suite 301
Business of Organization City, State zip Austin, TX 78743
respirate number 572-632-6072
E-mail address BGood6459@aol.com
Business or Organization name Fichera Builders
Name and title of contact at that business or organization Al Fichera - Owner
Business or Organization street address 16511 FM 3005
Business or Organization City, State zip Galveston, TX 77554
Telephone number 409-737-2500
E-mail address elizabeth@ficherabuilders.com

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:
Business or Organization name Kelso Concrete Company
Name and title of contact at that business or organization
Business or Organization street address P.O. Box 2110
Business or Organization City, State zip Galveston, TX 77553
Telephone number 409-744-9993
E-mail address tnoble@jwkelso.com
Business or Organization name Fletcher Steel
Name and title of contact at that business or organization Sharon Fletcher - Owner
Business or Organization street address P.O. Box 73
Business or Organization City, State zip Seabrook, TX 77596
Telephone number281-326-0047
E-mail address fletchersteei@msn.com
Business or Organization name CMC Construction Services
Name and title of contact at that business or organization_Bob Baxter - Sales Rep/ Manager
Business or Organization street address P.O. Box 844573
Business or Organization City, State zip _Dallas, TX 75284
Telephone number 281-597-5480
E-mail address robert.baxter@cmc.com

EXCEPTIONS (if no exceptions are taken, state NONE): NONE

Remainder of this page intentionally left blank.

Galv Cnty Production **Budget to Actual Figures**

Run: 07/08/2016

Ledger: GL

Fiscal Year: 2016

7 July

Budget: OB

Ke

Title

1101170104

ADA Compliance

Director

Dir of Plan & Infrastruture

Object Description	Budget	Actual	Encumbrance	Balance
5100000 Salaries	68,986.00	47,908.90	0.00	21,077,10
5151000 County Paid Health Ins Premium	13,138.00	6,478.95	0.00	6,659.05
5152102 Medicare FICA payments	1,120.00	698.34	0.00	421.66
5153000 Pension - TCDRS	7,785.00	5,378.55	0.00	2,406,45
5154000 Alternate Plan	6,136.00	4,199.28	0.00	1,936.72
5310000 Administrative Supplies	74,551.00	13,921.99	11,470.62	49,158,39
5481000 Other Contract Services	284,297.00	58,550.00	40,735.00	185,012.00
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	456,013.00	137,136.01	52,205.62	266,671.37
Net Total (Revenue - Expense)	(456,013.00)	(137,136.01)	(52,205.62)	266,671.37

AGENDA ITEM #16.

County Architect



MEMO

Date	August 2, 2106
Addressed to:	
Commissioners' Court Agenda	.Galveston County

Items:

1. Consideration of contract CM16190 with Montgomery Building Service, LLC for Bid B161012A to construct the Community Center at the 64 Acre Park in Bacliff.

Dudley Anderson, County Architect



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be C	Completed By Dep	partment			
I. Date of Request:	125/16	2. Contract Type:	Expense	Revenue	Other		No No
i. Department Name:	cilities	/ New (ONSTRUCTION	5. Department Cont	act: Dudile Anders	400	
. Description:	munit	- Cente	rat 64 1	Acre Po	rk Bo	adif	FTX
7. IFAS PEID No: 71878 2 8. IFAS Req No:				9. Orgkey: 3211 - 5292/5 10. Object Code: 5732@			132œc
3-Requested Legal Revie		nery Bi	iibling Service	12. Vendor Contrac	t No:		
'es/No (Explain if No)		Evnendit	ure Budget / Revenue P	raiections			
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Parks Dept.	3271	\$2,666,102	1,913,394				
Capital Proj-			*				
22. Totals:		-	erane a oc	-	-	-	-
	To	Re Comple	eted Ry Purchasii	ng Denartm	ent		
Contract Start Date: 8/2/16		Be Completed By Purchasing Department Auto Renewar Contract: Yes (No) Bid No: B161012 A					
	12/17	Contract # Issued By	Purchasing: CM 6190	Form 1295 Certifica	te #:		
* Dates Su * Need HBI	bject to	change	Approved By:		Signature		Date
		Department Head:	county Arch	itest .	Da	ممدلع	7/2
		Purchasing Agent: 7-25					-25
County Budget Office: Or W. A. 7/28/16							
		County Budget Office: Oir M. Az				7,	/28/1
			Budget Available and F	ınds are/will be Availab	le YES NO	•	211
		County County Audi	tor: Ossice		2001-12	7/	8/1

County Architect



MEMO

Date	July 25, 2016					
Addressed to:						
Rufus Crowder	Galveston County Purchasing Agent					
Project:						
Community Center at 64 Acre Park Bacliff, Texas (aka Bayside Community Center County of Galveston)						
Project #12-006:	Proposal #B161012A					
14						

Item:

Four Contractors responded to the advertisements for Proposal #B161012A on the referenced project.

I recommend Montgomery Building Services, LLC be awarded Proposal #B161012A on the referenced project. The award is based upon Montgomery Building Services, LLC submitting the lowest cost responsive bid.

The proposed cost is \$ 1,913,394.00.

Sufficient funds have been budgeted for this contract.

I request you ask Commissioners Court to consider award of this contract to Montgomery Building Services, LLC. We have started the process of contract approvals.

Dudley Anderson, County Architect

W\Architecture\0 PROJECTS\12-906 Bacliff Park 64 acre PARK\bid documents second\Memo-B161012A Recommendation.doc

COMMUNITY CENTER AT 64 ACRE PARK BACLIFF, TEXAS aka BAYSIDE COMMUNITY CENTER COUNTY of GALVESTON

Agreement between Galveston County and Contractor

Agreement for:

Community Center at 64 Acre Park Bacliff, Texas

also known as Bayside Community Center County of Galveston

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Design Build Services

Contract No:

Bid No: B161012A

Contractor:

Montgomery Building Services, LLC

PO Box 187

Montgomery, Tx. 77356

Galveston County Authorized Representative:

J. Dudley Anderson, County Architect

Article I.

The Work

Section 1.01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows:

 General construction for the Community Center at 64 Acre Park Bacliff, Texas also known as Bayside Community Center County of Galveston

Section 1.02 The Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect or Engineer approval, as may be required.

Article II.

Time of Commencement and Completion

Section 2.01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by Galveston County's authorized Representative. The Contractor agrees to be substantially complete within 180 calendar days of the start of construction.

Section 2.02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's

July 22, 2016 Agreement between Galveston County and Contractor page 1 of 12

information at the office of Galveston County's authorized Representative. In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor.

Section 2.03 Time is of the essence in this Agreement.

Article III.

The Contract Sum

Section 3.01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of:

One million nine hundred thirteen thousand three hundred ninety-four Dollars and

00/100

(\$1,913,394.00), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows:

Section 3.02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County. It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

Section 3.03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment.

Section 3.04 Five percent (5%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 3.05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials.

Section 3.06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. In the event any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

Article IV.

The Contract Documents

Section 4.01 The contract documents consist of this Agreement and any exhibits attached hereto; Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties.

Section 4.02 The Contractor agrees to perform the work subject to the final approval of the authorized representative of Galveston County, in accordance with the contract documents.

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor.

Section 4.04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Project Manual and Drawings are enumerated as follows:

Project Manual Table of Contents:	Attachment "A"
Addenda 1	June 30, 2016
Addenda 2	July 1, 2016
Drawing List:	Attachment "B"

Insurance and Indemnity

Section 4.05 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County. These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County. Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

Section 4.06 For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 4.07 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 4.08 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5.02 above.

Article V.

Performance Bond and Labor and Material Payment Bond

Section 5.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney. The bonds are to be delivered with this executed Agreement.

Article VI.

Warranty

Section 6.01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County. The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Article VII.

Changes in the Work

Section 7.01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 7.02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.

Section 7.03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8.01 above, shall be made on the basis of one of the following methods:

- a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
- b) by unit prices stated in the contract documents, or
- c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. (Field overhead will not be considered as part of actual net cost), or
- d) by the method provided in subparagraph 8.04.

Section 7.04 If none of the above methods set forth in clauses 8.03 (a), 8.03 (b), 8.03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. In such case, and also under clauses 8.03 (c) and 8.03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by Galveston County. The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

Section 7.05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose. Owner's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 7.06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Article VIII.

Contractor Responsibilities

Section 8.01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative, or their authorized representatives. The Contractor shall, within a 24-hour notice from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 8.02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law.

Section 8.03 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County.

Section 8.04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor. Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County. The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Section 8.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor. In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 8.06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

Section 8.07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.

Section 8.08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 8.09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.

Section 8.10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement.

Section 8.11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 8.12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item. Order copies need not reflect July 22, 2016

Agreement between Galveston County and Contractor

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prices but should indicate type of material, quantity, vendor name, and address, etc. The Contractor shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment. The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 8.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 8.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative. In the event that his force is, in the judgment of Galveston County's authorized Representative, inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County. If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.

Section 8.15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 8.16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 8.17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine.

Section 8.18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before July 22, 2016

Agreement between Galveston County and Contractor

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using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 8.19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

Article IX.

Galveston County's authorized Representative Responsibilities

Section 9.01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents. Galveston County's authorized Representative will advise and consult with the Owner. Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 9.02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents. Any directive given by Galveston County's authorized Representative shall be binding on the Contractor.

Section 9.03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 9.04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor.

Article X.

Equal Opportunity

Section 10.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Contractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

Article XI.

Alterations

Section 11.01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8.03 C:

5% Overhead 8% Profit

Article XII.

Complete Agreement

Section 12.01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 12.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

This Contract is issued pursuant to award made by Commissioners' Court on August 2, 2016. EXECUTED this 2nd day of August 2016.

	COUNTY OF GALVESTON, TEXAS
BY:	Mark Henry, County Judge
ATTEST:	
Dwight Sullivan, County Clerk	
	CONTRACTOR
BY:	Signature - Title
	Printed Name

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Bayside Community Center

Bid Number	B161012A
Bid Date	7-7-16
Bid Time	2:00 P.M.

Addendum 3 and 6 referenced below refer to addenda to the first issue of bid documents (Bid #B161012) that were bound in and included in the second set of bid documents)Bid #B161012A)

	Divisions 22, 23, 26 and 28 added. 1: Section 07311, "Asphalt Shingles", added. All Bid Documents revised and reissued. Sections 00010, 08710, 09260 and 09912 revised and reissued. Sections 07411 and 12494 added. Sections 07610, 08332, 09220 and 10706 deleted.		
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	FRP WALL PANELS PAINTING	3 12
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A102	SITE PLAN	6/15/2016	5/16/2016	
A103	SIDEWALK PLAN	6/15/2016	5/16/2016	
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AGENDA ITEM #17.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

—		To Be Co	ompleted By Depa	artment			-
1. Date of Request: 7/26/16		2. Contract Type:	Expense	Revenue	Other		l Contract:
4. Department Name: Road and Bridge			5. Department Contact: Lee Crowder				
6. Description:		Interlocal	Agreement with the City of Hitchco	ock for reconstruction	of Neville Road		
			9. Orgkey: 2301- 312120 10. Object Code: 5353015				
11. Vendor: City	of H	litchcoc	K	12. Vendor Contract No:			
13, Requested Legal Review Yes / No (Explain if No)	·						
		Expenditu	re Budget / Revenue Pr	ojections			
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Road & Bridge	2301	\$126,869	\$126,869				
22. Totals:		126,869	126,869	35%	-		5
	То	Be Complet	ted By Purchasing	g Denartm	ent		
Contract Start Date: 8	2/16		Renewal Contract: Yes / No		IA		
Contract End Date: 12	31 16	Contract # Issued By P	urchasing: CM16236	Form 1295 Certificat	re#: N1	A	
Dates m Changer	aybe	A	pprovii By:		Signature		Date
Change	ء	Department Head:	hulion	Loc	Crowd	k 7	-26-1
	je	Purchasing Agent:	(Pas C		6	7-3	27 -
		County Legal:	yrus Reingod Contract Listed in Buc	dget Documentation	YES NO	7.2	7-10
		County Budget Office.	Dumb.	2		7/2	27/16
			Budget Available and Fund	ds are/will be Available	e (YES) NO		
		County County Auditor	· Ssico			7/27	116

State of Texas §

County of Galveston §

Resolution of the Galveston County Commissioners Court Approving Road Project in accordance with the Interlocal Cooperation Act (Tex. Gov't Code § 791.014)

On this, the ____ day of August, 2016, the Commissioners Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

Mark Henry, County Judge; Ryan L. Dennard, Commissioner, Precinct. No. 1; Joe Giusti, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, the County of Galveston (County) is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

Whereas, the City of Hitchcock, Texas (City) has requested assistance in the repair of specified city streets, including a reclaiming existing base in-place, adding 4 inches of base materials, mixing 6% cement slurry by weight of the base and providing hot mix paving on the city streets;

Whereas, the location of the repair, the specified 2,200 linear feet of Neville Road from State Highway 146 to approximately 6th Street, is located wholly within the incorporated areas of the City;

Whereas, conducting the repair involves work to be performed by the County;

Whereas, the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

Whereas, the City and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

Whereas, in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the

project in a document other than the interlocal contract;

Whereas, the instant project involves the repair of Neville Road; and

Whereas, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

Now Therefore, it is hereby RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and stated within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

Upon Motion Duly Made and Seconded, the above Resolution is hereby ADOI on this, the day of August, 2016.	PTED,
COUNTY OF GALVESTON, TEXAS, By:	
Mark Henry, County Judge	
ATTEST:	
Dwight D. Sullivan,	

County Clerk of Galveston County, Texas

State of Texas §

County of Galveston §

Interlocal Contract by and between the City of Hitchcock and the County of Galveston

I. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of Hitchcock, Texas (City), and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

Whereas, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services;

Whereas, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act;

Whereas, the functions and services contemplated herein are governmental functions or services within the meaning of the Interlocal Cooperation Act;

Whereas, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

Whereas, Neville Road is in need of base repair and hot mix asphalt overlay;

Whereas, the location of the specified repair on Neville Road is within the incorporated limits of the City; and

Whereas, each Party hereto wishes to enter into this Agreement to conduct the Project stated herein.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

- 1. **Recitals True**. Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.
- 2. Scope/Costs.

a. Description/Location.

The **Project** is the reclaiming of existing base in-place, adding 4 inches of crushed concrete, mix 6% cement slurry by weight of the base and providing hot mix paving on Neville Road from State Highway 146 to 6th Street and as further described within **Exhibit A**. **Exhibit A** is incorporated into this Agreement for all purposes.

b. Costs and Services.

The County shall provide the materials, labor and equipment to conduct the Project. The County's costs to conduct the Project total \$126,868.95 as listed within the attached Exhibit A. Upon completion of the Project, the County shall invoice the City for the County's costs in conducting the Project and the City shall pay the County for the County's costs in conducting the Project. Payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.

- 3. **Payments are from current revenues**. Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.
- 4. **No Third Party Beneficiary**. This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.
- 5. **Entirety of Agreement**. This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.
- 6. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.

7. Authority to Bind.

- a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
- b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and

that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

- 8. **Immunity Retained**. No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
- 9. **Severability**. If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 10. Validity/Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

	ony Matranga, Mayor	,
Date	Signed 18, 20/9	0
ATTI	EST:	
By:	Jucy Nierry	<u> </u>
By:	Lucy Dieringer, City Secretary	^
	Lucy Dieringer, City Secretary	^
	Lucy Dieringer, City Secretary OF GALVESTON, TEXAS,	_
	Lucy Dieringer, City Secretary	
ITY O	Lucy Dieringer, City Secretary	
TY O	Lucy Dieringer, City Secretary	
Mark	Lucy Dieringer, City Secretary	

Exhibit A begins following this Page



Exhibit AThe County of Galveston

Road and Bridge Department Seawall Maintenance Department Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

July 8, 2016

Anthony Matranga Mayor of City of Hitchcock P.O. Box 48 Hitchcock, TX 77563

RE: Estimate of repair for Neville Rd.

Dear Mayor Matranga,

The following is an estimated construction cost from Galveston County Road and Bridge to perform maintenance repair of Neville Rd. within the City of Hitchcock.

Scope of Work

Neville Road (2,200 feet length by 24 feet wide)

Reclaim 6" of existing asphalt surface and base in-place, add 4" of crushed concrete base, stabilize 6" depth with 6% cement slurry, prime, tack and pave with 2 inch of HMAC.

Material Cost

Crushed Concrete	\$25,003.50
Cement Slurry	\$21,525.00
Prime	\$ 1,195.44
Tack	\$ 287.64
2" HMAC	\$39,474.00

Labor and Equipment

\$22,849.83

Contingencies

\$ 16,533.54 \$126,868.95

<u>Total</u>

Thank you,

Lee Crowder Director Galveston County Road and Bridge

CC: Joe Giusti

State of Texas

County of Galveston

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Whereas, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

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This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

By: Anthony Matranga, Mayor Date Signed ATTEST: By: Lucy Dieringer, City Secretary COUNTY OF GALVESTON, TEXAS, By: Mark Henry, County Judge Date Signed ATTEST:

Dwight D. Sullivan, County Clerk

Exhibit A begins following this Page

By:



Exhibit A The County of Galveston

Road and Bridge Department Seawall Maintenance Department Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

July 8, 2016

Anthony Matranga Mayor of City of Hitchcock P.O. Box 48 Hitchcock, TX 77563

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Dear Mayor Matranga,

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2" HMAC	\$39,474.00

Labor and Equipment

\$22,849.83

Contingencies

<u>\$ 16,533.54</u> \$126,868.95

Thank you,

Total

Lee Crowder Director Galveston County Road and Bridge

CC: Joe Giusti

AGENDA ITEM #18.

Chapman, Brandy

From: Sargent, William

Thursday, July 14, 2016 1:49 PM Sent:

Chapman, Brandy To:

Cc: Ross, Mae; Edgar, Renee; Martinez, Dianna

Subject: Please put this on the Commissioners Court Agenda

Attachments: BPSud_Contract4Services.pdf

AGENDA ITEM FOR COMMISSIONERS COURT...

AUTHORIZE THE COUNTY JUDGE TO SIGN A CONTRACT FOR ELECTION SERVICES BETWEEN THE BOLIVAR PENINSULA S.U.D. AND GALVESTON COUNTY ELECTIONS DIVISION TO **CONDUCT BPSUD's NOVEMBER 2016 ELECTION.**

Submitted by the County Clerk

Thanks

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108 http://www.galvestonvotes.org



Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 12th day of July, 2016 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and Jo E. Dall on behalf of Balivar Peninsula S.U.D. ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit: Purpose of Election:

November 8, 2016 Election Date

December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract <u>on or before</u>

July 29, 2016. Contracts submitted after this day will require a \$500 fee <u>which will be non-refundable regardless of whether the Contracting Authority cancels its election.</u>

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29, 2016.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by **noon on September 16, 2016**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **September 22, 2016**.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30^{th} day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
	X	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	X	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]
	×	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
	⊠	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	×	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
	M	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]

Contracting Authority to Perform	Contracting Officer to perform	Service
	M	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
	Ø	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]
Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.
Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]
	囡	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.

Contracting Authority to Perform	Contracting Officer to perform	Service
	」「」	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]
	X	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]
The Contracting Officer will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is \$2.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a multi-page ballot is required the cost will be \$3.25 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
□ Accept	Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code $\S 31.100$ the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is 50E.Ball (Name) 409-684-3515 (Phone)

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
Dohvar Peninswa S.U.D.

Jo E. Ball
Po Box 1398

Crystal Beach TX 77650

Email: jody b @ bpsud.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this	day of	, 20
Contracting Office		,
Dwight D. Sullivan		
Contracting Author	ority: yrm-Hardastle	_
	Johnson-Hordcastle () Mayor	
() Chair County Exe () City Secretary		
Received and Filed Galveston County	l:	
Hon. Mark Henry County Judge Attest:		
Dwight D. Sullivan County Clerk		
Date:	·	
Date Copy of Agreemento County Treasurer:		
Date Copy of Agreeme to County Auditor:	ent Furnished	

AGENDA ITEM #19.

Chapman, Brandy

From: Sargent, William

Sent: Friday, July 15, 2016 10:33 AM

To: Chapman, Brandy

Cc: Ross, Mae; Edgar, Renee; Martinez, Dianna

Subject: RE: Please put this on the Commissioners Court Agenda MUD6

Attachments: Contract4Service_G_ MUD6.pdf

AGENDA ITEM FOR COMMISSIONERS COURT...

AUTHORIZE THE COUNTY JUDGE TO SIGN A CONTRACT FOR ELECTION SERVICES BETWEEN GALVESTON MUD6 AND GALVESTON COUNTY ELECTIONS DIVISION TO CONDUCT THE GALVESTON MUD6's NOVEMBER 2016 ELECTION.

Submitted by the County Clerk

Thanks

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108 http://www.galvestonvotes.org



Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 11% day of $10/y$, 20/b
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and Dick Grage of behalf of Galveston County ("Contracting Authority").
for Galveston County ("Contracting Officer") and Dick Grace With behalf of
Galvested County MU/) #6 ("Contracting Authority").
` , ,

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election:

November 8, 2016 Election Date December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before July 29, 2016.** Contracts submitted after this day will require a \$500 fee which will be non-refundable regardless of whether the Contracting Authority cancels its election.

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26, 2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29, 2016.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by <u>noon on September 16, 2016</u>, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than <u>September 22, 2016</u>.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
		Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]
	⊠	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
	×	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	⊠	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
	⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]

Contracting Authority to Perform	Contracting Officer to perform	Service
	⊠	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
	. 🗵	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]
Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.
⊠ Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]
	×	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.

Contracting Authority to Perform	Contracting Officer to perform	Service	
	×	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]	
	M	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]	
subsequent runo	The Contracting Officer will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
	The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is \$2.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a multi-page ballot is required the cost will be \$3.25 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.			
Accept	□ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.	

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code $\S 31.100$ the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

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The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

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Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is

attorney (Name) 201/480-1211 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

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For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

HOUSTON, Tx 77062

Phone: 281 / 480 - 1211

Email: dhareag 3@ gregg-gregg, wm

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this	day of	, 20
Contracting Officer:		
Dwight D. Sullivan		
	/ Y)	
Contracting Authority	v: li V	7 (
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Galveston County	* MOD # AD ON I ON	(1,0)
Name: Dick H. G.	Jess F. V	Ť
() City Manager (j Mayor	
() Superintendent (
() Chair County Execut	ive Committee	
() City Secretary	Other-attorney	
Received and Filed:		
Galveston County		
Hon. Mark Henry		
County Judge Attest:		
Accesc.		
Dwight D. Sullivan		
County Clerk		
Date:	_	
Date Copy of Agreemer	nt Furnished	
to County Treasurer:		
Date Copy of Agreemer	nt Furnished	
to County Auditor:		

AGENDA ITEM #20.

Chapman, Brandy

From: Sargent, William

Sent: Thursday, July 21, 2016 3:15 PM

To: Chapman, Brandy

Cc: Ross, Mae; Edgar, Renee; Martinez, Dianna; Liechty, Linda; Sullivan, Dwight

Subject: FW: Please put this on the Commissioners Court Agenda FISD Contract for Services

Attachments: fisdContract4ElectionServices.pdf

AGENDA ITEM FOR COMMISSIONERS COURT...

AUTHORIZE THE COUNTY JUDGE TO SIGN A CONTRACT FOR ELECTION SERVICES BETWEEN FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT AND GALVESTON COUNTY ELECTIONS DIVISION TO CONDUCT THE GALVESTON THE FISD NOVEMBER 2016 ELECTION.

Submitted by the County Clerk

Thanks

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108 http://www.galvestonvotes.org



Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election:

November 8, 2016 Election Date December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract <u>on or before</u>

July 29, 2016. Contracts submitted after this day will require a \$500 fee <u>which will be non-refundable regardless of whether the Contracting Authority cancels its election.</u>

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29**, **2016**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by <u>noon on September 16, 2016</u>, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than <u>September 22, 2016</u>.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30^{th} day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without Incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]
	⊠	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
	⊠	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	×	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
	≅	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]

Contracting Authority to Perform	Contracting Officer to perform	Service
	×	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
	⊠	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]
Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.
Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]
	35.	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.

Contracting Authority to Perform	Contracting Officer to perform	Service	
		Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]	
	×	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]	
subsequent rund	off election as requ	the Election Judges of the dates of the election and any ired by Texas Election Code §4.007. Otherwise the Contracting e. [No additional cost]	
	The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is \$2.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a multi-page ballot is required the cost will be \$3.25 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.			
Accept	□ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.	

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is

Trish Nanks (Name) 281-482-1267 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and If, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

Trish Nanks

Friendswood, TX

Phone: 281 482 1267

Email: thanks @ tisdk12.net

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Executed this 8 day of 0, 20 Contracting Officer:	<u>ال</u> م.
Dwight D. Sullivan	
Contracting Authority: Name: Trish Nourts () City Manager () Mayor Superintendent () President () Chair County Executive Committee () City Secretary () Other	
Received and Filed: Galveston County	
Hon. Mark Henry County Judge Attest:	
Dwight D. Sullivan County Clerk	
Date:	
Date Copy of Agreement Furnished to County Treasurer:	
Date Copy of Agreement Furnished to County Auditor:	

AGENDA ITEM #21.

Chapman, Brandy

From: Sargent, William

Sent: Friday, July 22, 2016 3:05 PM

To: Chapman, Brandy

Cc: Ross, Mae; Edgar, Renee; Sullivan, Dwight; Liechty, Linda; Martinez, Dianna

Subject: Please put this on the Commissioners Court Agenda -- FLAMINGO ISLES MUD

Attachments: Flamingo Isles MUDContract4Services.pdf

AGENDA ITEM FOR COMMISSIONERS COURT...

AUTHORIZE THE COUNTY JUDGE TO SIGN A CONTRACT FOR ELECTION SERVICES BETWEEN FLAMINGO ISLES MUD AND GALVESTON COUNTY ELECTIONS DIVISION TO CONDUCT THE FLAMINGO ISLES MUD'S NOVEMBER 2016 ELECTION.

Submitted by the County Clerk

Thanks

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108 http://www.galvestonvotes.org



Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 22 day of July, 2016
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer
for Galveston County("Contracting Officer") and Jane Mckozie on behalf of
Flamingo Tisks MND ("Contracting Authority").

November 8, 2016 Election Date

December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract on or before

July 29, 2016. Contracts submitted after this day will require a \$500 fee which will be non-refundable regardless of whether the Contracting Authority cancels its election.

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29, 2016.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by <u>noon on September 16, 2016</u>, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **September 22, 2016**.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	⋈	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]
	⋈	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
	⋈	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	⋈	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
	⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]

Contracting Authority to Perform	Contracting Officer to perform	Service	
	⊠	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]	
	⊠	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]	
Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.	
⊠ Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]	
	B	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.	

Contracting Authority to Perform	Contracting Officer to perform	Service	
	<u>অ</u>	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]	
	⊠	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]	
subsequent rund	off election as requ	the Election Judges of the dates of the election and any lired by Texas Election Code §4.007. Otherwise the Contracting E. [No additional cost]	
		uding ballots by mail, sample ballots for polling locations, and decuracy testing) is \$.25 per ballot.	
Authority. The c Authority's jurise service includes providing the vo	ost for this service diction. If a multi- sending the voter	ficer will provide ballot by mail services to the Contracting is \$2.75 per ballot sent to a voter within the Contracting page ballot is required the cost will be \$3.25 per ballot. This an application for a ballot by mail, processing said application, or printer ballot, postage costs and all the associated envelopes and stual ballot.	
□ Accept	प्र Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.	

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code $\S 31.100$ the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (Thursday through Wednesday) they will be paid time-and-a-half for each hour served over 40 during that pay week.
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is

Kathleen Flison (Name) 713-651-3612 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed:

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

Flamingo Isles Mun of Galleton County, TX

C/o Norten Rose Fullnight UP

1301 mckinney St, Ste 5100

Hauston, TX 77010

Phone: (713) 651-3612

Email: Kathleen elli son @ nortonrox fulbright. com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The Rest of This Page has Intentionally Been Left Blank.]

Executed this	day of	 , 20
Contracting Officer:	,	
Dwight D. Sullivan		
Contracting Authority	eki	
Name: Salve W () City Manager () () Superintendent () () Chair County Execution () City Secretary ()	President ve Committee	
Received and Filed: Galveston County		
Hon. Mark Henry County Judge Attest:		
Dwight D. Sullivan County Clerk		
Date:		
Date Copy of Agreement to County Treasurer:		
Date Copy of Agreement to County Auditor:		

AGENDA ITEM #22.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 21 day of July, 2016 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and on behalf of ("Contracting Authority").
This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit: Purpose of Election:

November 8, 2016 Election Date

December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract <u>on or before</u>

July 29, 2016. Contracts submitted after this day will require a \$500 fee <u>which will be non-refundable regardless of whether the Contracting Authority cancels its election.</u>

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29**, **2016**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by noon on September 16, 2016, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than September 22, 2016.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30^{th} day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service	
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]	
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]	
	⊠	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]	
	⊠	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].	
	⊠	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]	
	⋈	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]	

Contracting Authority to Perform	Contracting Officer to perform	Service	
	⊠	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]	
	⊠	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]	
□ Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.	
☑ Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]	
		Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.	

Contracting Authority to Perform	Contracting Officer to perform	Service	
		Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]	
	⊠	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]	
subsequent runo	off election as requi	he Election Judges of the dates of the election and any fred by Texas Election Code §4.007. Otherwise the Contracting [No additional cost]	
		uding ballots by mail, sample ballots for polling locations, and Accuracy testing) is \$.25 per ballot.	
Authority's jurisd service includes providing the vo	ost for this service diction. If a multi-p sending the voter a	ficer will provide ballot by mail services to the Contracting is \$2.75 per ballot sent to a voter within the Contracting page ballot is required the cost will be \$3.25 per ballot. This an application for a ballot by mail, processing said application, priate ballot, postage costs and all the associated envelopes and tual ballot.	
□ Accept	₪ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.	

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code $\S 31.100$ the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is DAnn Vonderau, Ed. D. (Name) 409-286-5317 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk Attention: William Sargent, Chief Deputy Clerk for Elections Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

DAnn Vonderau, Ed.D.

Superintendent High Island ISD
Phone: 409-286-5317

Email: dvonderau Chighislandisd.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The Rest of This Page has Intentionally Been Left Blank.]

Executed this	day of	, 20
Contracting Officer:		
Dwight D. Sullivan		
Contracting Authority:		
High Island ISD		
Name: D'Ann Vonderau,	Ed. D.	
() City Manager () M		
() Superintendent () Pr () Chair County Executive		
() City Secretary () Of		
() === () ==== ()		
Received and Filed:		
Galveston County		
Hop Mark Hope		
Hon. Mark Henry County Judge		
Attest:		
, , , , , , , , , , , , , , , , , , , ,		
Duriaht D. Cullivan		
Dwight D. Sullivan County Clerk		
County Clerk		
Date:		
Date Copy of Agreement Fu	urnished	
to County Treasurer:		
Date Copy of Agreement Fu	urnished	
to County Auditor:		

AGENDA ITEM #23.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this <u>18</u> day of <u>July</u> , 20 <u>16</u> by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and <u>J.R. Norman</u> on behalf of <u>Santa Fe Independent School District</u> ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit: Purpose of Election: Elect Trustees for Positions 1, 2, 3, and 7.

November 8, 2016 Election Date

December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before**July 29, 2016. Contracts submitted after this day will require a \$500 fee which will be non-refundable regardless of whether the Contracting Authority cancels its election.

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29, 2016.** Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by <u>noon on September 16, 2016</u>, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than <u>September 22, 2016</u>.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service			
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]			
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]			
	×	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]			
	×	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].			
	⊠	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]			
	⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]			

Contracting Authority to Perform	Contracting Officer to perform	Service		
	⊠	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]		
	Ø	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]		
□ Allow	図 Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.		
Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]		
	⊠	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.		

Contracting Authority to Perform	Contracting Officer to perform	Service		
	X	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]		
	⊠	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections is to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]		
subsequent runo	ff election as requi	he Election Judges of the dates of the election and any fred by Texas Election Code §4.007. Otherwise the Contracting [No additional cost]		
	The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot.			
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is \$2.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a multi-page ballot is required the cost will be \$3.25 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.				
⊠ Accept	□ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.		

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code $\S 31.100$ the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is

Robyn A. Tilitzki, RTA (Name) 409-925-9041 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed:

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180 409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

Santa Fe Independent School District

BOT President: J.R. Norman

P.O. BOX 699

Santa Fe, Texas 77510

Phone: (409) 925-9040

Email: Robyn.Tilitzki@SFISD.ORG

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The Rest of This Page has Intentionally Been Left Blank.]

Executed this 25th day of July , 2016. Contracting Officer:
Dwight D. Sullivan
Contracting Authority: Name: J.R. Norman () City Manager () Mayor () Superintendent (X) President () Chair County Executive Committee () City Secretary () Other
Received and Filed: Galveston County
Hon. Mark Henry County Judge Attest:
Dwight D. Sullivan County Clerk
Date:
Date Copy of Agreement Furnished to County Treasurer:
Date Copy of Agreement Furnished to County Auditor:

AGENDA ITEM #24.

Contract for Election Services

Local Entity Countywide Vote Center Elections

n - 1 th

This Contract is made and entered into this A / F day of July	, 20 <u>1\a</u>
by and between Hon. Dwight D. Sullivan, County Clerk and County	Election Officer
for Galveston County("Contracting Officer") and	on behalf of
<u>City of League City</u> ("Contracting Authority").	
This Contract is being entered into pursuant to Texas Election Coo	de, Chapter 31,
Subchapter D for the purpose of ensuring that the Contracting Office	er and the
Contracting Authority understand the tasks each is to perform in co	onnection with
the following election and any subsequent runoff election, to-wit:	
Purpose of Election: <u>Elect City Council Members</u>	

November 8, 2016 Election Date

December 13, 2016 Runoff Election Date

Early Voting will be held from October 24-28, 2016 from 8 a.m. to 5 p.m.; October 29, 2016 from 7 a.m.-7 p.m.; October 30, 2016 from 1 p.m.-6 p.m. and October 31, 2016 through November 4, 2016 from 7 a.m.-7 p.m. with the polls being open on Election Day the poll from 7 a.m. to 7 p.m.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. [Cost: The cost for publishing the notice will be split equally between Galveston County Elections and all the entities contracting with the County for Election Services. See the Fee Schedule]
- 1.3 Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Contracting Authority. In the event there is an equipment failure the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling books from the Voter Registrar to be used during Early Voting and on Election Day. [See Section 2.3 below]

- 1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]
- 1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training as a prerequisite for serving if they have not attended said training within 90 days of election day for this election. Workers will be paid \$10 per hour for attending said training.
- 1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.
- 1.8 Provide the Contracting Authority [and where possible the candidates running for office*] a sample ballot for them to proof and approve or provide corrections. [See sections 2.6 and 2.7 for related information]
- *The Contracting Authority will be responsible for providing the Contracting Officer with the email and contact information for each candidate who will be on the ballot.

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before July 29, 2016.** Contracts submitted after this day will require a \$500 fee which will be non-refundable regardless of whether the Contracting Authority cancels its election.

- 2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.
- 2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.
- 2.5 It is understood that the Contracting Authority may need to modify its election order after **August 26**, **2016**, to reflect the actual Early Voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Contracting Authority wishes to select additional polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **July 29**, **2016**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. [See Section 1.7 for additional information on the selection of countywide polling places]

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed

"Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 29, 2016.** All language on the ballot must be provided in both English and Spanish.

In addition, the Contracting Authority will collect and provide to the Contracting Officer the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. [See Section 1.8]

2.7 Return to the Contracting Officer, by **noon on September 16, 2016**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **September 22, 2016**.

The Contracting Authority shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Contracting Authority. [See Section 1.8 for related information on ballot proofing]

- 2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.9 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.10 Unless otherwise stipulated, transport, or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Contracting Authority's Early Voting and Election Day voting locations.
- 2.11 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision of the tabulation of results.
- 2.12 (Reserved)

2.13 Pay a \$125 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

Cancellation of Contract: Except for contracts consummated after <u>July 29, 2016</u>, the Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than <u>5 p.m., August 29, 2016</u>. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a \$500 fee or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the applicable terms and provisions of the Voting Rights Act and the Help America Vote Act.

Selection of Services and Fee Schedule:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between Galveston County and the entities contracting with the Contracting Officer.]
	⊠	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
	⊠	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	⊠	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
	⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results, doing so on Election Night if requested. [Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable]

Contracting Authority to Perform	Contracting Officer to perform	Service
	Ø	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
	⊠	Conduct Early Voting, Election Day Voting, and bilingual training with one four hour course for clerks [covering election equipment, Voter ID requirements, polling place etiquette and basic election procedures] and a second (4 hour) course for Judges and Alternate Judges covering in depth election procedures and polling place etiquette. [Cost: \$40 per trainee for the "Clerks" class; \$50 for the Procedures class or \$80 for Judges and Alternate Judges who attend both.]
XI Allow	□ Decline	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.
⊠ Use ePollBooks [Vote Center Elections]		For Countywide Vote Center elections ePollBook will be used. The cost will be \$125 for each with two being deployed to every polling location. [Cost: \$125 each with two per polling location]
	A	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he/she will inform the Contracting Officer of said selections and provide the facilities contact information for each location.

Contracting Authority to Perform	Contracting Officer to perform	Service		
	≱	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election. In order to comply with the Texas Election Code, workers must be registered voters from within one of the jurisdictions holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements he may hire qualified county employees who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week, time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]		
	⊠	Elections Mobile App: One of the services provided to all entities contracting elections with Galveston County Elections to include information about said election on the County's Elections Mobile Application. Depending on the size of the entity the Contract Authority will be charged up to \$500 for this service. [Cost: Minimum: \$250 up to \$500]		
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Accept	□ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.		

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees charged by the Contracting Officer are the actual expenses incurred in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.13, the Contracting Authority shall pay \$125 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$8,500 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In accordance with Section 31.100 (d) of the Texas Election Code the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and the Contracting Authority hereby agrees to pay for these third party costs when invoiced by the Contracting Officer.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is

Diana M. Stapp (Name) 281-554-1034 (Phone).

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

300 W. Walker

League City, 70 71573

Phone: 281-554-1034

Email: diana Stapp@leaguecity.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract need not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

8. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- (1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any

subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The Rest of This Page has Intentionally Been Left Blank.]

Executed this	day of	, 20
Contracting Offic		
Dwight D. Sullivan		
Dwight D. Samvan		
Contracting Auth	ority:	
D		
Name: MAKK R	NH0.	
(K) City Manager		
() Superintendent		
	recutive Committee	
() City Secretary	() Other	
Received and File Galveston County	-u:	
Hon. Mark Henry		
County Judge		
Attest:		
Dwight D. Sullivan		
County Clerk		
Date:		
Date Copy of Agree	ement Furnished	
to County Treasure		
Data Camará Asses		
Date Copy of Agree		

AGENDA ITEM #25.



Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department CDBG Non-Housing Child Welfare Fleet Grants/FEMA

Budget Financial Assistance Guardianship Program **Indigent Burials** Indigent Health Care

MEMORANDUM

To:

Galveston County Commissioners' Court

From:

Betsy Thomas, Grants Manager

Court Date: August 2, 2016

RE:

Emergency Management

Emergency Management Performance Grant (EMPG) Award

BACKGROUND

Each year the Texas Department of Public Safety through the Texas Department of Emergency Management allocates EMPG formula funding to local jurisdictions to supplement the cost of emergency operations. Grant funds will be used to support local comprehensive emergency response programs and compliance with National Incident Management System (NIMS).

SUMMARY

In Galveston County these funds are utilized for a portion of the salaries, supplies, utilities and travel reimbursements for three staff persons at the Galveston County Emergency Operations Center (EOC). In FY 2015 Galveston County was awarded \$50,979.83

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

County Contribution

\$207,627.75

EMPG Award

\$ 64,794.25

Program Total

\$272,422.00

RECOMMENDATIONS

The Grants Manager asks the Court to consider acceptance of the FY 2016 Texas Department of Public Safety / Texas Department of Emergency Management – Emergency Management Performance Grant (EMPG) and approve the Judge's signature on the required documents.

ATTACHEMENTS

Required	Docu	ıments f	or signat	ture:			
		EMPG N	lotice of	Subrecip	oient G	rant A	Award

TEXAS DEPARTMENT OF PUBLIC SAFETY TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: FY 2016 Emergency Management Performance Grant (EMPG)

DHS Instrument Number: 2016-EP-00011

TDEM Grant Number: 16TX-EMPG-0334

Administered By: Texas Division of Emergency Management

Texas Department of Public Safety

P.O. Box 4087

Austin, Texas 78773-0220

Recipient: Galveston County

722 Moody Ave, 2nd Floor Galveston, TX 77550-2317

Amount of Grant: \$64,794.25

Period of Grant: October 1, 2015 to March 31, 2017

The period of grant reflects a six (6) month PROGRAMMATIC EXTENSION ONLY to complete and close out your FY 16 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2016 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
KmZjde	Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: MARK HENRY GALVESTON COUNTY JUDGE
Date: 06/29/2016	Date: AUGUST 2, 2015

Return Signed Copy of This Page within 45 days to:

Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

2016 Emergency Management Performance Grant (EMPG) Terms and Conditions

- 1. Purpose: The FY 2016 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
- 2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248
- 3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
- 4. Work to Be Performed: The approved FY 2016 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:
 - A. Implement (NIMS) at the local level.
 - B. Incorporate pertinent information concerning NRF into the local or interjurisdictional emergency management plan and its annexes.
 - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
 - D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the <u>Advanced Level</u> of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
 - E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

- F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.
- 6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.oip.usdoj.gov/financialguide/.
 - A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: http://www.whitehouse.gov/omb/circulars.
 - B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. http://www.whitehouse.gov/omb/circulars default
 - C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
 - D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).
 - E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
- 7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of \$750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
- 8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the 2016 Local Emergency Management Performance Grant (EMPG) Guide. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the 2016 Local Emergency Management Performance Grant (EMPG) Guide can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf. Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.
- 9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:
 - No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

- A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).
- B. The Subrecipient certifies that it and its principals and vendors:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.
 - 2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2016 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

- 14. Choice of Law: This agreement shall be construed and governed by Texas law.
- 15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.
- 16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
- 17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

- 18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.
- 19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

AGENDA ITEM #26.



COUNTY OF GALVESTON Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department CDBG Non-Housing Child Welfare Fleet Grants/FEMA

MEMORANDUM

Budget Financial Assistance Guardianship Program Indigent Burials Indigent Health Care

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Manager

Court Date: August 2, 2016

RE: District Attorney's Office

Victim Assistance Coordinator Program

BACKGROUND

Galveston County has provided services to victims of violent crimes since 2012. With the assistance of grants funds from the Office of the Governor's Criminal Justice Division through the Victims of Crime Act (VOCA), the County has provided staff and volunteers to assist approximately 1,800 victims a year through court and criminal proceedings.

The Galveston County Victims Advocate and volunteers reach out to victims and offer crisis counseling, assistance with protective orders, filing for Victims Compensation and the development of safety plans. Victims Advocates also accompany victims and their families to court and offer support through a very difficult process.

SUMMARY

As the FY 2016 grant year draws closer to an end, it can be projected the program will have access funds due to a four-month delay in hiring the right person for the new position in this program. Those access funds exceed \$15,800.00. To adhere to best grant practices, staff would like to utilize these funds for necessary program supplies/equipment in lieu of returning the funds to the State. Below is a breakdown of how staff would like to allocate those access funds.

Furniture and Equipment				
Item Description	Number of Units	Cost Per Unit	Total Price	
Conference Table	1	\$501.00	\$501.00	
Storage Unit	1	\$640.00	\$640.00	
Office Chairs	8	\$249.00	\$1,992.00	
Small Pictures	2	\$89.00	\$178.00	
Large Pictures	2	\$280.00	\$560.00	
Medium Lamps	2	\$112.00	\$224.00	
Large Lamps	2	\$149.00	\$298.00	
Lamp Shades	2	\$54.00	\$108.00	
Color Laser Printer	1	\$574.99	\$574.99	
Commercial Shredder	1	\$499.00	\$499.00	
			\$5,574.99	

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval to submit the above-referenced grant amendments for the FY 2016 Victim Assistance Coordinator Grant Award from the Office of the Governor Criminal Justice Division through the Victims of Crime Act Grant Program.

AGENDA ITEM #27.

CDBG Round 1

Proposed Replacement Projects

A. Water Projects

- 1. BPSUD Elevated Water Storage Tank
 - i. Precinct: 1
 - ii. 1 million gallons capacity
 - iii. Approx. budget 2.85 million dollars
 - iv. Storm Impact
 - 1. Failure to Function
 - v. National Objective
 - 1. Urgent Need
 - vi. Storm related condition:
 - 1. Hurricane Ike directly hit Bolivar Peninsula with up to 15 foot storm surge and winds in excess of 110 MPH. This caused near total destruction of homes, businesses and public facilities throughout the peninsula. Due to lack of power and water supply lines breaking on the eastern side of the peninsula there was no water and water pressure for the majority of the peninsula.
 - vii. Location:
 - 1. Singing Sands Pump station
- 2. Galveston County Jail Redundant water lines
 - i. Precinct: 3
 - ii. Approx. budget:
 - 1. Water pipe 530k dollars
 - i. Storm Impact
 - 2. Failure to Function
 - ii. National Objective
 - 3. LMI
 - iii. Storm related condition:

- a. Hurricane Ike caused all water on Galveston Island to be shut off creating the need for water pump trucks to be brought in to pressurize the sanitary sewer system and the necessary cooling system for the County Jail facility.
- iv. Location:
 - 4. Avenue H, Galveston TX

B. Drainage Projects

- 1. Gum Bayou Detention Basin
 - i. Precinct: 3
 - ii. 17.6 acres
 - iii. Approx. budget 5 million dollars
 - iv. Location:
 - Unincorporated Dickinson—South of HWY 646 and North of Deats Road
 - v. Storm Impact
 - 1. Failure to Function
 - vi. National Objective
 - 1. Urgent Need
 - vii. Storm related condition:
 - Hurricane Ike storm surge caused overflow of Gum
 Bayou and the impeding of receding flood waters
 causing the overflow of water outside the channel and
 causing backup of storm water into streets and ditches
 preventing impacted residents from evacuating flooding
 conditions and preventing rescue personnel from
 providing emergency services to the area.

2. Willow Bayou Drainage

- i. Precinct: 2
- ii. Installation of 72inch pipe—1300 linear ft. x 2
- iii. Ditch excavation—2700 ft
- iv. Approx. budget 1.7 million dollars
- v. Location:
 - 1. Avenue L west of Hwy 646, Santa Fe TX
- vi. Storm Impact
 - 1. Failure to Function
- vii. National Objective
 - 1. Urgent Need?
- viii. Storm related condition:
 - 1. Severe flooding due to storm surge caused streets to be inundated and impassable.

C. Recreation Facilities

- 1. Lauderdale Dock
 - i. Precinct: 1
 - ii. Construction of dock, Parking and restroom facilities
 - iii. Approx. budget 2.35 million dollars
 - iv. Location:
 - 1. Yacht Basin Road, Rollover pass

Funds available for above projects= 13.36 million dollars

AGENDA ITEM #28.a.





Cheryl E. Johnson Assessor and Collector of Taxes

Galveston County Courthouse 722 Moody, Galveston, Texas 77550 Direct (409) 766-2284 · Fax (409) 766-2479 Cheryl.E.Johnson@co.galveston.tx.us

July 12, 2016

The Honorable Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors

Dear Judge Henry:

I hereby request approval of waivers or refunds listed below due to clerical errors on the part of the Galveston Central Appraisal District, USPS or the Tax Office as provided by Section 33.011 of the Texas Property Tax Code.

Account Number	Property Owner	Tax Year	Amount of Refund
R173339	Kent, Jan	2015	\$12.08(W)
R173452	Kent, Jan	2015	\$7.72(W)
R170328	Kent, Jan	2015	\$3.53(W)
R173081	Kent, Jan	2015	\$4.10(W)
R186490	Kent, Jan	2015	\$3.11(W)
R173454	Kent, Jan	2015	\$8.61(W)
P510269	Delgado, Jose	2015	\$12.19(W)

Sincerely,

Cheryl E. Johnson, PCC

STATE OF TEXAS	§	AFFIDAVIT	
	§ §	OF PROOF OF MAILING	
COUNTY OF GALVESTON	§	PAYMENT OF TAXES	
Before me, the undersigned authori	ity, this da	ay personally appeared	5
Delando	whound	(property owner or payor) ler oath, deposes and says:	ļ
- Leight	, who und	oatit, deposes and says.	
My name is	ose Lu	15 Pelando . I am of sound	
		is affidavit. On November 30, 2015, at	
		neck made payable to the order of the	
		yl Johnson, the Galveston County Tax	
		of ad valorem taxes due on the property	
		States mail by placing the check in an	
1, /		and addressed to the Galveston County	
		pe in a collection box/deposit slot	
		Beb Luns CAluater, TX 7755	
	USPS box or i		
D . T .	. ,		
Property Tax Accoun	nt numbe:	r(s):	
P510269			
1310209			
Affiant (property ov	mor or na	yor) further states, without equivocation	
		and correct and are within affiant's	
personal knowledge.	re are truc	and correct and are within amant's	
personal Knowledge.		1	
Signature:		1 Chil	
8	- 0.55		
Printed name	e:	ose Lux Helando	
Date:	1	1-14-2015	
	e, the und	lersigned Notary Public for the State of Texas	s on
this the _/ day of _ POPM	XX —	, 2015.	
//	8 18	1	
		11/100	
	Notary P	rinted Name: Feeter Carrack	
	NI L C	11/1/1/1/1	
	Notary Si	ignature.	1
HECTOR MONTALVO			
Notary Public, State of Texas My Commission Expires			
February 12, 2018	1	/ /	
W-011		1 1 -	
Notary Public in and for	Valu	County, Texas	
1 town 1 thouse at the tot	The state of the s	John J. County, Textus	

To insure proper credit, <u>return this coupon</u> with check, cast enclosed envelope. <u>Please do NOT staple, tape or write on co</u> form at bottom of enclosed newsletter. Credit card checks are	upon! Address changes should be sent on separate paper or use not accepted. A \$25\% fee will be charged for returned checks.
ACCOUNT #: P510269 DELGADO'S CAR CARE 1308 43RD ST GALVESTON TX 77550	Check all applicable boxes. First half split payment no later than November 30, 2015 Payment in full no later than February 1, 2016 O65/DP/DV or Disaster ¼ payment no later than February 1, 2016. Please note: A person who is disabled or over 65 may apply to the appraisal district to defer payment on their homestead.
00000P510269 0000069072 00000	3453L 0000000000 000000000 9
Hado's Car Care 1308 43RD ST. GAIVESFON, TEXAS 77550-394/	DI DEC 2015 FM 3 L

To insure proper credit, return this coupon with check, cashiers check or money order payable to GCTO and mail in the

Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector PO Box 1169 Galveston, Texas 77553

STATE OF TEXAS **AFFIDAVIT** § § OF PROOF OF MAILING **COUNTY OF GALVESTON** § PAYMENT OF TAXES Before me, the undersigned authority, this day personally appeared , who under oath, deposes and says: _____. I am of sound My name is mind and fully competent to make this affidavit. On November 30, 2015, at am/pm) I deposited a check made payable to the order of the Galveston County Tax Office or Cheryl Johnson, the Galveston County Tax Assessor/Collector, for the payment of ad valorem taxes due on the property account(s) listed below, in the United States mail by placing the check in an envelope with proper postage affixed and addressed to the Galveston County Tax Office, and depositing the envelope in a collection box/deposit slot located at High Island, TX

(location of USPS box or deposit slot) Property Tax Account number(s): R173081, R186490, R173454, R173452, R170328, R173339 Affiant (property owner or payor) further states, without equivocation that the facts as related above are true and correct and are within affiant's personal knowledge. Signature: Printed name: Date: Signed and sworn before me, the undersigned Notary Public for the State of Texas on this the 545 day of January Notary Printed Name: Notary Signature:



Notary Public in and for ______ County, Texas

T... Darmen

PO LOY 1/65 (B) TX 77650 MORTH HOUSTON IN THE STATE OF DEC 2015 PM 7 L

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
PO Box 1169
Galveston, Texas 77553

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AGENDA ITEM #28.b.





Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 19, 2016

The Honorable Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors

Dear Judge Henry:

I hereby request approval of waivers or refunds listed below due to clerical errors on the part of the Galveston Central Appraisal District, USPS or the Tax Office as provided by Section 33.011 of the Texas Property Tax Code.

Account Number	Property Owner	Tax Year	Amount of Refund
R186566	Wiggins, Matthew	2008	\$86.79(W)
R186566	Wiggins, Matthew	2009	\$92.76(W)
R186566	Wiggins, Matthew	2010	\$78.23(W)
R186566	Wiggins, Matthew	2011	\$5.42(W)
R186566	Wiggins, Matthew	2011	\$61.28(R)
R186566	Wiggins, Matthew	2012	\$55.13(R)
R186566	Wiggins, Matthew	2013	\$46.34(R)
R186566	Wiggins, Matthew	2014	\$35.62(R)
R186566	Wiggins, Matthew	2015	\$9.37(R)
R186567	Wiggins, Matthew	2008	\$86.79(W)
R186567	Wiggins, Matthew	2009	\$92.76(W)
R186567	Wiggins, Matthew	2010	\$68.86(W)
R186567	Wiggins, Matthew	2010	\$9.26(R)
R186567	Wiggins, Matthew	2011	\$41.48(R)
R186567	Wiggins, Matthew	2012	\$51.96(R)

The Honorable Mark Henry July 14th, 2016 Page 2

R186567	Wiggins, Matthew	2013	\$46.34(R)
R186567	Wiggins, Matthew	2014	\$35.62(R)
R186567	Wiggins, Matthew	2015	\$9.37(R)
R186568	Wiggins, Matthew	2008	\$86.79(W)
R186568	Wiggins, Matthew	2009	\$92.76(W)
R186568	Wiggins, Matthew	2010	\$78.23(W)
R186568	Wiggins, Matthew	2011	\$5.42(W)
R186568	Wiggins, Matthew	2011	\$61.28(R)
R186568	Wiggins, Matthew	2012	\$55.13(R)
R186568	Wiggins, Matthew	2013	\$46.34(R)
R186568	Wiggins, Matthew	2014	\$35.62(R)
R186568	Wiggins, Matthew	2015	\$9.37(R)

Sincerely,

Cheryl E. Johnson, PCC



GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City. Texas 77591 Telephone: (409) 935-1980 or toll free (866) 277-4725 Fax: (409) 935-4319

June 10, 2016

Galveston County Tax Office P.O. Box 1169 Galveston, Texas 77553-1169

Re: Tax Account(s) 6551-0009-0031-000 / R186566

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

Late ownership update
Incorrect ownership/mailing address listing
Parcel maintenance related error

Comments:

The Appraisal District did not update the ownership on the subject property when it was sold in a 2008 Sheriff's Sale.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold

Director - G.I.S./Mapping

Galveston Central Appraisal District

CHANGE AUTHORIZATION

Notify Districts:	GGA, S13, F02,RFL		Year:	2008 - 2015	
ABST 141 M KNOWLTON LOT 31 BLK 9 SINGING SANDS S-D 2					
Account Number:	6551-0009-0031-000 / R186566				
	CORRECTIONS				
	FROM			то	
Name:	UNITED TRADE EXCHAI	NGE	WIGGINS, MATTH	HEW D	
Address 1:	- All Philips -		PO BOX 139		
Address 2:	Normal Administration of the Control				
City/State/ZIP			KEMAH, TX 77565	5-0139	
	CH	HANGE VAL	.UE		
	FROM			ТО	
LAND: Market	· · · · · · · · · · · · · · · · · · ·	_ LAND: N	flarket		
LAND: Agriculture:	***	_ LAND: A	griculture:		
IMPROVEMENTS:		_ IMPROV	'EMENTS:		
PERSONAL	4194	PERSO	NAL		
EXEMPTION	ALLOWED YEAR	ADD	ENTITY CODE:		
HOMESTEAD		Reason	C2525C1-CLERIC	AL ERROR AFFECTING	
OVER 65		TAX LIA	BILITY. CORR OWN	IRSHP PER 2008 DEED.	
DISABILITY		-			
VETERAN					
EXEMPT		<u> </u>			
	ì				
- Null	\sim	-	6/10/201	6	
Appraisa	l District Authorization:			Date:	
DAVID ARNOLD	-		6/10/201	6	
K	eypunched By:			Date:	

AGENDA ITEM #28.d.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 19, 2016

The Honorable Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met July 18, 2016, and based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office, agent of the Tax Office or Galveston Central Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R128079	Lovier, Steven	2008	\$237.06(R)
R128079	Lovier, Steven	2009	\$95.36 (R)
R128079	Lovier, Steven	2010	\$84.37(R)
R128079	Lovier, Steven	2011	\$73.22(R)
R128079	Lovier, Steven	2012	\$310.28(R)
R128079	Lovier, Steven	2013	\$253.88(R)
R128079	Lovier, Steven	2014	\$197.30(R)
R128079	Lovier, Steven	2015	\$217.75(R)
R133193	Turner, Robert	2015	\$133.98(R)
R133193	Turner, Robert	2015	\$224.61(W)
R358514	Turner, Robert	2015	\$15.47(R)
R358514	Turner, Robert	2015	\$26.35(W)
R100287	Brennan, Kathleen	2015	\$320.38(W)
N9909088	Petroquest Energy LLC	2014	\$571.40(W)
N9909086	Petroquest Energy LLC	2014	\$83,637.74(W)

Sincerely,

Cheryl E. Johnson, PCC



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee Findings and Recommendation

Owner Name(s):	PETROQUEST EN	ERGY	
Account #(s):	N9909086, N990908	38	
Date Considered:	7/18/2016	5	Tax Year in Question: 2014
Recommendation:	[] Grant Waiver	[] Deny Waiver	[] Deny due to failure to respond
Basis for Recommen Clerica Customu		en sont of	2014,
Reviewers:			
Cheryl E. Johnson, R	TA Rachael	Crider, RPA	Mark Ciayaglia



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account # N9909088

Senior Property Tax Specialist

Cheryl E. Johnson, RTA	
Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:
(409) 766-2284 Toll Free (877) 766-2284 Fax (409) 766-2479	There are no provisions in the Tax Code to address this issue.
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
Rachael F. Crider, RPA Chief Deputy, Property Tax	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
(409) 766-2476	Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD GCTO USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored.
Branch Office Locations:	Other:
Galveston Courthouse 722 Moody Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder): I with a count to
North County Annex 174 Calder Road League City, Texas 77573	The hale for 2015 and later regressed
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	(see attakhment)
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	No 2014 Statement was Mailed from our Office because we had no knowledge of
	Whe mineral account to till.
Year \$ Amt Waiver/Refu	Respectfully submitted,
2014 \$ 57/0	
0011 011.7	Kohma Khama
	Erma Evans



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account # N 990 9086

Cheryl F. Johnson, RTA Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284 Foll Free (877) 766-2284 Fax (409) 766-2479	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows: There are no provisions in the Tax Code to address this issue.
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District. Section 1.08 Postmark indicates date that is not timely or 1/4 not received within
Rachael F. Crider, RPA Chief Deputy, Property Tax (409) 766-2476	February. Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored.
Branch Office Locations:	Other:
Galveston Courthouse 722 Moody Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder):
North County Annex 174 Calder Road League City, Texas 77573	on the role for 2015 however they wested for tax you 2014 as well per GCAD
Lexas City Annex 2516 Lexas Avenue Lexas City, Lexas 77590	To be added (see attatchment). No 2014 Statement Was marled from our
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	The mineral account to bill.
Year \$ Amt Waiver/Refu	nd Respectfully submitted,
2014 \$83,637	14(w) Chura Wans
	Erma Evans Senior Property Tax Specialist



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee Findings and Recommendation

Owner Name(s):	KATHLEEN BREN	INAN	
Account #(s):	R100287		
Date Considered:	7/18/2016		Tax Year in Question: 2015
Recommendation:	[4] Grant Waiver	[] Deny Waiver	[] Deny due to failure to respond
Basis for Recomment		on year	tree of balance
Reviewers: Cheryl E. Johnson, F	RTA Rachae	Crider, RPA	Mark Ciavaglia



Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account # R 100287

Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284 Toll Free (877) 766-2284 Fax (409) 766-2479 Sheryl R. Swift, RTA	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows: There are no provisions in the Tax Code to address this issue. This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
Chief Deputy, Business Services (409) 766-2474 Rachael F. Crider, RPA Chief Deputy, Property Tax	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
(409) 766-2476 Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD GCTO USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored. Other: Lustomer Whate check for \$ 900
Branch Office Locations: Galveston Courthouse 722 Moody Galveston, Texas 77550	Other: fustomer whate check for \$ 900 Short and reguest fees to be wanted. The following summarizes the findings indicated above (appropriate documents enclosed in folder):
North County Annex 174 Calder Road League City, Texas 77573	
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	
Year \$ Amt Waiver/Refu	Respectfully submitted,
<i>9015 \$ 39</i>	Lahma Crans
	Erma Evans Senior Property Tax Specialist



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee Findings and Recommendation

Owner Name(s):	STEVEN LOVIER			
Account #(s):	R128079		2014 2014	10
Date Considered:	7/18/2016	Т	ax Year in Question: 2008-2015	
Recommendation:	[Grant Waiver	[] Deny Waiver	[] Deny due to failure to respon	d
Basis for Recommer		r time y	eriod of active	,
duty (the	ru 20/4	I show	es & generaus)
or part	of Beto	15CAD C	ruld have	
impacte	2 ongoing	deleng	uency.	
	0 () \(\begin{align*} \text{\$\lambda} \end{align*}	0	
Reviewers:				
P1 140		() ()	Market	1
Cheryl E. Johnson,	RTA Rachael	Crider, RPA	Mark Ciayaglia	

50% - other Account R513578

316.18



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Cheryl E. Johnson, RTA Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284 Toll Free (877) 766-2284 Fax (409) 766-2479	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows: There are no provisions in the Tax Code to address this issue.
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474 Rachael F. Crider, RPA Chief Deputy, Property Tax (409) 766-2476 Kimberly Hall	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District. Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February. Late 1/4 Late 1/2 Late Opt Out Entity Section 31.01(g) Failure to send or receive does not affect the validity of the tax,
Chief Deputy, Operations (409) 766-2487	penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments: Property Tax Department (409) 766-2481 Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280 Branch Office Locations: Galveston Courthouse 722 Moody Galveston, Texas 77550 North County Annex 174 Calder Road League City, Texas 77573 Texas City Annex 2516 Texas Avenue Texas City, Texas 77590 West County Annex 11730 Highway 6 Santa Fe, Texas 77510	Clerical Error on part of: CAD GCTO USPS (and sufficient evidence provided) Section 31.06 Remittance was not paid or honored. Other: Clerical France Company of the Comp
Year \$ Amt Waiver/Refundation \$ 165.45 \$	237.06 eg



Cheryl E. Johnson, KIA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee Findings and Recommendation

Owner Name(s):	ROBERT TURNER		
Account #(s):	R358514, R 133	193	
Date Considered:	7/18/2016		Tax Year in Question: 2015
Recommendation:	Grant Waiver	[] Deny Waiver	[] Deny due to failure to respond
Basis for Recommen		4	
Errow on	part of	Ye10.	S TANDING

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Reviewers:		XC C	
Chent &	the ball		March !
Cheryl E. Johnson, R	RTA Rachael	Crider, RPA	Mark Ciavaglia



Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account # R 133193

Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284 Toll Free (877) 766-2284 Fax (409) 766-2479	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows: There are no provisions in the Tax Code to address this issue. This delinquency was not caused by an act or omission of an
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474	officer, employee or agent of the Tax Office or Appraisal District.
Rachael F. Crider, RPA Chief Deputy, Property Tax	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
(409) 766-2476	Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored.
Branch Office Locations:	Other:
Galveston Courthouse 722 Moody	
Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder):
North County Annex 174 Calder Road League City, Texas 77573	and was provided in correct information by Ms
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	late quarter payment of the Versus the
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	guent option! (notes placed in Sipkin by Mskell
Year \$ Amt Waiver/Refu	Respectfully submitted,
2015	ω
2015 133.98	R (OSma Wans
\$ 358.59	Erma Evans Senior Property Tax Specialist
\$ 000/	/ <i>0</i> 7 <i>P</i> 7

AGENDA ITEM #29.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 19, 2016

The Honorable Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors by the USPS as Recommended by Penalty & Interest Review Committee In Accordance with County Policy

Dear Judge Henry:

The Penalty & Interest Review Committee met July 18, 2016, based on a review of all available information, request approval of waivers or refunds listed below due to an error on the part of the USPS as provided by §33.011(j). All appropriate documents are included.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R201059	Gonzalez, Ramon	2015	\$627.46(W)
R412806	Raza, Amir	2015	\$298.42(W)

Sincerely,

Cheryl E. Johnson, PCC



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee **Findings and Recommendation**

Owner Name(s):	AMIR RAZA		
Account #(s):	R412806		
Date Considered:	7/18/2016		Tax Year in Question: 2015
Recommendation:	Grant Waiver	[] Deny Waiver	[] Deny due to failure to respond
Basis for Recommer	ndation:	1 ZISRS	
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	1		
		3300 400 4000 01 300 11	
			The state of the s
Reviewers:			(
Cheryl E. Johnson, I	TA Rachae	l Crider, RPA	Mark Ciavaglia
Chery L. Johnson, 1	Tacilac	i Cilici, Id 11	Trium Caurughu

*

STATE OF TEXAS **AFFIDAVIT** OF PROOF OF MAILING COUNTY OF GALVESTON **PAYMENT OF TAXES** Before me, the undersigned authority, this day personally appeared (property owner or payor) ____, who under oath, deposes and says: My name is AMIR RATA. I am of sound mind and fully competent to make this affidavit. On Jan 18, 2016 at am pm I deposited a check made payable to the order of the Galveston County Tax Office or Cheryl Johnson, the Galveston County Tax Assessor/Collector, in the amount of \$_3,221.25 via personal check, cashier's check or money order, for the payment of ad valorem taxes due on the property account(s) listed below, in the United States mail by placing the check in an envelope with proper postage affixed and addressed to the Galveston County Tax Office, and depositing the envelope in a collection box/deposit slot located at _____FRIENSSWWD, TEXAS (location of USPS box or deposit slot) Property Tax Account number(s): Affiant (property owner or payor) further states, without equivocation that the facts as related above are true and correct and are within affiant's personal knowledge. Signature: AMIR RAZA Date: Signed and sworn before me, the undersigned Notary Public for the State of Texas on this the day of June 30 , 2015. Notary Printed Name: Khaneer L Khan
Notary Signature: Runard Shen KHAWAR L KHAN My Commission Expires January 24, 2017 Notary Public in and for Fares Harris County, Texas



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

11ccount n

Cheryl E. Johnson, RTA Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:
Toll Free (877) 766-2284 Fax (409) 766-2479	There are no provisions in the Tax Code to address this issue.
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
Rachael F. Crider, RPA	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
Chief Deputy, Property Tax (409) 766-2476	Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD GCTO USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored.
Branch Office Locations:	Other:
Galveston Courthouse 722 Moody Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder):
North County Annex 174 Calder Road League City, Texas 77573	Mailed on January 18 Be/6 per the enclosed officer
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	9 February 8th 30 Ro. (north Houston)
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	The check of the customers is dated pricary 18th but not the Jostmark.
Year \$ Amt Waiver/Refu	Respectfully submitted,
CK15 \$ 29842	(W) (Chrung Claim)
	Erma Evans Senior Property Tax Specialist



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee **Findings and Recommendation**

Owner Name(s):	RAMON GONZA	LEZ	
Account #(s):	R201059		
Date Considered:	7/18/2016		Tax Year in Question: 2015
Recommendation:	Grant Waiver	[] Deny Waiver	[] Deny due to failure to respond
Basis for Recommen	idation:	USPS	
50 to 1			 -
Reviewers:		Wai	
Cheryl E. Johnson, I	YIA Rachael	Crider, RPA	Mark Ciavaglia



Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account #	ξ'.	201	05	7

Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (100) 766-2281	Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:
(409) 766-2284 Toll Free (877) 766-2284 Fax (409) 766-2479	There are no provisions in the Tax Code to address this issue.
Sheryl R. Swift, RTA Chief Deputy, Business Services (409) 766-2474	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
Rachael F. Crider, RPA	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
Chief Deputy, Property Tax (409) 766-2476	Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD GCTO USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored.
Branch Office Locations:	Other:
Galveston Courthouse 722 Moody	
Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder):
North County Annex 174 Calder Road League City, Texas 77573	tay Statement (payment) was dent to der office on January 1th 2016: (in affect fine the live of its
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	or January 4th 20/6. Circi) feci has the localine of receiving this payment to The customer tate chuck to 1923 than heir Clock this trank as hell & has Legged
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	Aufficient éndence of such.
	Customer han submitted another payment (ling)
	Cylinguest file the mande
Year \$ Amt Waiver/Refu	Respectfully submitted,
2015 \$6274	(b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
	Erma Evans
	Senior Property Tax Specialist

STATE OF TEXAS	§ §	AFFIDAVIT OF PROOF OF MAILING
COUNTY OF GALVESTON	9 §	PAYMENT OF TAXES
Before me, the undersigned autho	rity, this	day personally appeared RAMON GON 3A E3 (property owner or payor)
	_, who w	nder oath, deposes and says:
County Tax Office or Cher the amount of \$\frac{\mathcal{O}}{2} \frac{\mathcal{O}}{2} \fr	nis affidate eposited a ryl Johnso (0), 20 ad valore by placing the Galves at slot loca	the check made payable to the order of the Galveston in, the Galveston County Tax Assessor/Collector, in via personal check cashier's check or money in taxes due on the property account(s) listed below, the check in an envelope with proper postage iton County Tax Office, and depositing the envelope ited at 310 Minhibition of USPS box or deposit slot)
Affiant (property facts as related above are Signature: Printed na	true and	payor) further states, without equivocation that the correct and are within affiant's personal knowledge. AMOLA GOMANICA 05/04/2016
the Arday of Dy	, 20	rinted Name: Luis B. McGREad gnature: Luis F. CREGIM
Notary Public in and for	Alve	County, Texas

AGENDA ITEM #30.a.





Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 15, 2016

The Honorable Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Ratification of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met June 6, 2016 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. In conformance with the established Tax Office policy, we notified each property owner. Those listed below have not responded within the 21 days required in order to request your reconsideration. I have included for your information, a copy of the Committee Findings and Recommendation.

Therefore, I hereby request that Commissioners Court ratify the decision of the Penalty & Interest Review Committee and deny the following requests:

Account Number R128723 <u>Property Owner</u> Ronacher, Jamie Tax Year 2015 Amount of Waiver or Refund \$356.42(W)

Sincerely,

Cheryl E. Johnson, PCC



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

Account # K128723

MEMORANDUM OF FINDINGS

Cheryl E. Johnson, RTA Tax Assessor Collector Galveston County Courthouse 722 Moody Avenue Galveston, Texas 77550 (409) 766-2284 Toll Free (877) 766-2284	Attached please find a properly completed request for waiver or refund of penalty and interes A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows: There are no provisions in the Tax Code to address this issue.
Fax (409) 766-2479 Sheryl R. Swift, RTA Chief Deputy, Business Services	This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
(409) 766-2474 Rachael F. Crider, RPA Chief Deputy, Property Tax (409) 766-2476	Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February. Late 1/4 Late 1/2 Late Opt Out Entity
Kimberly Hall Chief Deputy, Operations (409) 766-2487	Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
Departments:	Clerical Error on part of:
Property Tax Department (409) 766-2481	CAD USPS (and sufficient evidence provided)
Voter Registration Department (409) 766-2280 Toll Free (888) 976-2280	Section 31.06 Remittance was not paid or honored. Other: Mc Original Statement was mailed to
Branch Office Locations:	Wells Fargo.
Galveston Courthouse 722 Moody Galveston, Texas 77550	The following summarizes the findings indicated above (appropriate documents enclosed in folder, The Customer Daid IT Martgage and
North County Annex 174 Calder Road League City, Texas 77573	Pay their taxes for the year?
Texas City Annex 2516 Texas Avenue Texas City, Texas 77590	Customer has since paid taxes and
West County Annex 11730 Highway 6 Santa Fe, Texas 77510	tegrest fees the port packet was returned
	in Jeb, but no response
Year \$ Amt Waiver/Refr	Respectfully submitted,
2015 356.6	12
	Lorna / Cland
	Erma Evans Senior Property Tax Specialist



Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 722 Moody Avenue, Galveston, Texas 77550

Toll Free All Departments 1-877-766-2284 galcotax@co.galveston.tx.us



Penalty & Interest Review Committee <u>Findings and Recommendation</u>

Owner Name(s): Janua & Harl Kinacher
Account #(s): 223
Date Considered: 6/4/6 Tax Year in Question: 20/5
Recommendation: [] Grant Waiver [] Deny Waiver [] Deny due to failure to respond
Basis for Recommendation:
Since mestone Company Deauted and
Last statement necessary to customer! Since mortgage Company requisted and Garled to Germand
Committee picomminde Commissione
Committee pocommende Commission. Approved the Subile Signature to
and presented to Legislature.
Reviewers:
Cheryl E. Johnson, RTA Rachael Crider, RPA Mark Clavaglia

AGENDA ITEM #31.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

COUNTY COURTHOUSE

722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371 **GWEN MCLAREN, CPPB**ASST. PURCHASING AGENT

July 26, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Receive and File Request

RFP #B162009, Food Service for Juvenile Justice

Contract #CM16172

Gentlemen,

On June 9, 2016, proposals were opened for RFP #B162009, Food Service for Juvenile Justice, at which time three (3) proposals were received from the following companies:

ABL Management, Inc.
 Prince Food Systems
 Trinity Services Group, Inc.
 Baton Rouge, LA
 Houston, TX
 Oldsmar, FL

After an Evaluation Committee review, this item was presented for consideration to the Juvenile Board on July 21, 2016, and a contract was approved and awarded to ABL Management, Inc.

As a request of consent, this item is being submitted to Commissioners Court with the provisions as stated for receive and filing purposes.

Respectfully submitted.

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment



JUVENILE JUSTICE DEPARTMENT

County of Galveston (PROBATION, RESIDENTIAL AND DETENTION SERVICES)

July 22, 2016

Mr. Rufus Crowder, Purchasing Agent Galveston County Courthouse 722 Moody Galveston, Texas 77550

Ref: Food Services RFP #B162009

Rufus:

We reviewed the food services proposals from Trinity Services Group, Inc., ABL Management, Inc. and Prince Food Systems. ABL Management, Inc. met all the requirements and was the lowest bidder. On July 21, 2016 we recommended to the Galveston County Juvenile Board that ABL Management, Inc. be awarded the contract to provide food services to the Juvenile Justice Department. The Juvenile Board approved contracting with ABL for our food services.

If you have any questions, feel free to contact me at your convenience.

Sincerely,

Brent T. Norris, Director Galveston County Juvenile

Justice Department

Brent

[PLEASE NOTE THAT CHANGES TO RFP AND CONTRACT TERMS ARE NOT ALLOWED. DISTRICTS THAT MAKE CHANGES TO CONTRACT TERMS THAT HAVE NOT BEEN APPROVED BY TDA MAY NOT USE CHILD NUTRITION FUNDS TO PAY FSMC. ADDITIONALLY, NOTE THAT THE FORM OF REQUEST FOR PROPOSALS (RFP) HAS NEW LANGUAGE THIS YEAR WHICH EMPHASIZES GUIDANCE RECEIVED FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE'S FOOD AND NUTRITION SERVICE (FNS) REGARDING PROCUREMENT. SECTION III.E.5 ON PAGES 18–19 OF THIS RFP REQUIRES A SCHOOL FOOD AUTHORITY (SFA) TO ENSURE THAT A FOOD SERVICE MANAGEMENT COMPANY (FSMC) COMPLIES WITH ALL APPLICABLE COMPETITIVE BIDDING AND OPEN COMPETITION REQUIREMENTS. SECTION III.J.4, AWARD CRITERIA, ON PAGE 31, RESTATES FNS' REQUIREMENT THAT CONTRACTS MUST BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE BIDDER WHOSE PROPOSAL IS LOWEST OR MOST ADVANTAGEOUS TO THE PROGRAM WITH PRICE AND OTHER FACTORS CONSIDERED OF WHICH COST MUST BE THE PRIMARY CONSIDERATION.]

[DISTRICTS MAY NOT MAKE CHANGES TO RFP AFTER IT HAS BEEN POSTED]

SCHOOL NUTRITION PROGRAMS

FOOD SERVICE MANAGEMENT COMPANY

Galveston County-Juvenile Justice Center

REQUEST FOR PROPOSAL

AND

CONTRACT

NO. RFP #B162009

Texas Department of Agriculture
Food and Nutrition
P. O. Box 12847
Austin, Texas 78711-2847
Phone (877) TEX-MEAL
Fax (888) 203-6593
Website http://www.squaremeals.org

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
 Office of the Assistant Secretary for Civil Rights
 1400 Independence Avenue, SW
 Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: mailto: program.intake@usda.gov.

This institution is an equal opportunity provider.

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I. INTRODUCTION

This document contains a Request for Proposals for providing food service management services for Jerry J. Esmond Juvenile Justice Center School District's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror and the school food authority.

The Texas Department of Agriculture is not and will not be a party to any contract between a Galveston County (SFA) and a food service management company. Galveston County has full responsibility for ensuring that the terms of the Contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this Contract; however, payment can be denied for all meals received/purchased under an invalid Contract.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that Jerry J. Esmond Juvenile Justice Center Independent School District, hereinafter referred to as the School Food Authority, intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

B. Request for Proposals

Sealed proposals will be received until 2:00 P.M. on Thursday, June 9, 2016 for supplying Jerry J Esmond Juvenile Justice Center with food service management services during the school year of 2016 - 2017, with options for renewal of the contract for four (4) additional terms of one (1) year each.

Timeline: Advertisement Sunday, May 8, 2016
Sunday, May 15, 2016
Pre-Proposal Conference: Monday, May 23, 2016 @ 2:00 P.M.
Questions Deadline: Friday, May 27, 2016
RFP Opening Thursday, June 9, 2016 @ 10:00 A.M.

SFA will consider:

Cost-reimbursable Proposals

X Fixed meal rate Proposals

Competitive sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of the Galveston County Purchasing Agent, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas 77550, (409) 770-5372, and shall be marked on the envelope "Food Service for Juvenile Justice Center, RFP #B162009" and also marked on the envelope with the bidder's return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this <u>**RFP**</u> may be obtained from the Purchasing Agent's Office, telephone (409) 770-5371.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

In accordance with Federal law and U.S. Department of Agriculture policy, SFAs and FSMCS are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider.

(See Standard Terms and Conditions herein below).

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

As provided herein, under state law and, or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals (Proposals) determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on **Monday**, **May 23, 2016 at 2:00 P.M.** Location: Jerry J. Esmond Juvenile Center, 6101 Attwater Avenue, Texas City, Texas 77590. Attendance is required. [Note: If SFA makes attendance by offerors mandatory, then SFA may not waive requirement]. Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

SFAs must use the prototype FSMC RFP and Contract to be approved. An SFA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

One (1) original and five (5) copies of Competitive Sealed Proposals are to be submitted to:

Rufus G. Crowder
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street)
Fifth (5th) Floor
Galveston, TX 77550

Public Opening will be at 2:00 P.M. (CST) on Thursday, June 9, 2016. Proposals will not be accepted after this time. All Proposals are to be submitted in a sealed envelope marked RFP #B162009 Food Service for Juvenile Justice.

SFA reserves the right to accept any Proposal which it deems most favorable to the interest of SFA and to reject any or all Proposals or any portion of any Proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal, and considered responsive to this RFP. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. In the event that offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive. Section O offers SFA the opportunity to include any additional services that SFA may need, such as a marketing program and salad bars.

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract. The qualification data shall be submitted by each offeror along with the sealed Proposal, and shall include the information and format as follows:

 Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division (FND) of the Texas Department of Agriculture (TDA). A bid bond or certified check in the amount of \$7,037.00 to show good faith must be enclosed. As an alternative to large bid-bond guarantees and performance bonds, some SFAs may consider alternative methods of securing performance or execution of Contract documents, such as a bond equal to a percentage of management fees or costs, together with additional insurance to be provided by the FSMC or offeror. In such case, SFAs must make this determination and send the request in writing to TDA, together with details and amounts of additional security and insurance, submitted over signature of the Superintendent of the district.

Bonding Requirements.

Offeror shall comply with the following minimum bonding requirements, as specified by 2 CFR 200.325. If the value of any contract resulting from this RFP is expected to exceed \$50,000, offeror must provide:

- a. (1) A bid guarantee equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. (2) A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. (3) A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- Annual reports or financial statements for the past fiscal year in the format of an "accountant's review" including notes to the financial statements, and provided by a certified public accountant.
- If offeror is doing business with like school systems and is familiar with the regulations pertaining to
 operations in such environments, offeror will receive points for that experience in the evaluation of
 the weight criteria.
- If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. Paying the FSMC from School Nutrition Program funds is prohibited until the Contract is signed.

If additional information is requested, please contact Rufus G. Crowder, Galveston County Purchasing Agent at (409) 770-5372. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by SFA and which will result in a binding Contract. Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. (FSMC must initial and date here to show agreement)

J. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions

Remainder of page intentionally left blank

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

- 1. "Accounting Periods" means 7. (e.g., each month)]
- 2. "Allowable Cost" means costs that are allowable under 2 CFR Part 225, "Cost Principles for States, Local Governments, and Indian Tribes", 2 CFR Part 220, "Cost Principles for Educational Institutions", and 2 CFR Part 230, "Cost Principles for Non-Profit Organizations", as applicable, and their Attachments, and 2 CFR Parts 200.420-475, as applicable.
- 3. "Applicable Credit" means the meaning established in 2 CFR Part 225, Appendix A, Section C(4), and 2 CFR Part 230, Appendix A, Section A(5), and 2 CFR 200.406, respectively.
- 4. "Charge" means any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit F", and fully incorporated herein by reference.
- 5. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract, and FSMC's Proposal, as accepted by SFA in its sole discretion.
- 6. "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
- 7. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
 - 8. "Effective Date" means July 1, 2016.
- 9. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
- 10. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.
- 11. "General and Administrative Expense Fee" means FSMC's fee for those services provided at SFA's Food Service Locations, which shall include all of the following: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating FSMC Management Personnel, Dietetic Services (Administrative and

Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice, but does not include any costs billed to SFA as Charges or Direct Costs. Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Expense Fee.

- 12. "Meal Equivalent" can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost of producing a la carte items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the a la carte revenue by the per meal sum of the Federal and State Free reimbursement plus value of USDA entitlement and bonus donated foods. A la carte revenue should include all sales to adults and a la carte sales to students. (FSMC Guidance for SFA's, April 2009, pages 3-10 to 3-11).
- 13. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
- 14. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
- 15. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
 - 16. "Proposal" means Food Service Management Company's response to the RFP and Contract.
- 17. "Retroactive Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve SFA's food service operation, the amount of which depends on FSMC's performance during the current school year, and related to a benchmark number mutually agreed upon by SFA and FSMC. Retroactive Incentive Fee may only apply to meals served in SFA's food service operation during the current school year. [Example: If FSMC serves 1 999,999 meals during the school year, then FSMC will be paid \$1.00 for every meal served. But, if FSMC serves 1,000,000 meals or more, then FSMC will be paid \$2.00 for every meal served during the school year.]
- 18. "RFP" means SFA's Request for Proposal and Contract, RFP #B162009, Contract #CM*, and all of its attachments.
- 19. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.
 - 20. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR § 210.2.

- 21. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit C" and fully incorporated herein.
- 22. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
- 23. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: the Detention Program, the Transforming Life Cooperative Program (TLC), and the Juvenile Justice Alternative Education Program (JJAEP).
- 24. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
- 25. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which SFA participates.
 - 26. "TDA" means the Texas Department of Agriculture.
 - 27. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

B. Scope and Purpose

- 1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period of one year commencing on July 1, 2016, and terminating on June 30, 2017, and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and FSMC.
- 2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Texas Department of Agriculture's (TDA) Food and Nutrition Division (FND).
- 3. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein. [Check only the programs SFA operates. If SFA anticipates operating any other programs in the foreseeable future, SFA should check the box marked other and identify the programs and year in which SFA reasonably foresees it may operate the program.] [The program(s) listed here should agree with those listed in Exhibit A. If a program is added later (i.e., a breakfast program) which is beyond the scope or original intent of this RFP/Contract, or if a material change is made to the RFP/Contract, the appropriate procurement procedures must be followed. A key factor in determining whether a change is material is whether other bidders knowing of the change would have bid differently. (Reference 97SP-30, FNS Policy Memo, July 2005 Procurement Questions; and 2009 FSMC Manual; SP 28-

2009; SP 02-2010; and SP 17-2012.)] [SFA must always check the FFVP box if that program is within the scope of this RFP.]

X National School Lunch Program (NSLP)

X School Breakfast Program (SBP)

Breakfast in the Classroom
Universal Breakfast

After-School Care Program (ASCP—NSLP)

Summer Food Service Program (SFSP)
Seamless Summer Option (SSO-NSLP)

Seamless Summer Option (SSO-NSLP)

Special Milk Program (SMP)

Child and Adult Care Food Program (CACFP)

X Fresh Fruit and Vegetable Program (FFVP)

☐ À la Carte

П

Adult Meals

Catering

Contract Meals

☐ Vending (applies only to FSMC supplied vending machines)

Concessions (applies only to concessions operated by FSMC)

Disaster Feeding [Includes H1N1 and Hurricane Feeding]

Other:

4. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.

5. FSMC's operation of SFA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of SFA's students, faculty and staff.

- 6. The SFA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a] [5])
- 7. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))
- 8. FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Section B, Paragraph 3, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
- 9. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.
- 10. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.
- 11. SFA and FSMC agree that this Contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.323(d).
- 12. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Programs.
- 13. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- 14. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
- 15. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.

- 16. SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a) (3))
- 17. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall at all times retain responsibility for the counting and claiming system. (7 CFR § 210.8(a) (1))
- 18. FSMC shall maintain all records necessary, in accordance with applicable regulations, for SFA, TDA and USDA to complete required monitoring activities and must make said records available to SFA, TDA, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c) (1))
- 19. FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA. SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless SFA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)
- 20. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
- 21. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be rebid. A key factor in determining materiality is whether other bidders knowing of the change would have bid differently. (Reference, FNS policy memo: July 2005 Procurement Questions)
- 22. FSMC shall cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
- 23. FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.
- 24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

- 25. FSMC shall comply with all SFA building rules and regulations.
- 26. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).
- 27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarship are not allowable.
- 28. SFA shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.
- 29. In the event that the RFP requires FSMC to provide management services for SFA's School Nutrition Program, the parties agree to operate the Program according to federal, state, and local regulations.
- 30. In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

C. Food Service

- 1. FSMC shall serve meals on such days and at such times as requested by the SFA.
- 2. SFA shall retain control of the quality, extent, and general nature of the food service.
- 3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 3 herein.
- 4. In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
 - 5. FSMC shall provide meals that meet the meal pattern set by USDA.
 - 6. FSMC shall promote maximum participation in the Programs.
 - 7. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
- 8. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.

- 9. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR §210.10(g)(1); and SP 30-2015). The FSMC may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular lunch or afterschool snacks because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, "Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff.")
- 10. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)

D. Use of Advisory Group/Menus

- 1. SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16[a] [8])
- 2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit E" and fully incorporated herein, and that meet School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as "Exhibit B" and fully incorporated herein. At a minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size,

ingredients and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA.

- 3. FSMC must follow: (i) the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program.
- 4. FSMC shall serve a la carte items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal School Nutrition Program requirements. Additionally, SFA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the a la Carte menu cycle. A hard copy of these recipes shall be kept on file at SFA.
- 5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16 and 7 CFR §210.10) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA and USDA for review upon request. (7 CFR 210.16(c) (1) and 7 CFR §210.23)
- 6. FSMC must submit a FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, Fruits and Vegetables Galore: Helping Kids Eat More, available from the FNS website, and as described in current guidance from USDA and TDA.
- 7. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

E. Purchases

- 1. If FSMC is procuring goods or services that are being charged to SFA under a cost- reimbursable contract or under Section O of this Contract:
 - a. FSMC may not serve as a vendor.
 - b. SFA shall ensure that FSMC fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
 - c. If FSMC receives a discount, rebate, applicable credit, allowance, or incentive, FSMC must disclose and return to the SFA nonprofit school food service account the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of SFA, and appropriate records which allow the SFA to ensure compliance as described in Exhibit M of this document must be maintained by the FSMC. 7 CFR Part 210.21(f)(l)(i).
 - d. FSMC's determination of its allowable costs must be made in compliance with the applicable Department and Programs regulations (Reference 2 CFR Part 200).
 - e. FSMC must (1) separately identify, for each cost submitted for payment to the school food authority, the amount of an Allowable Cost and the amount that is unallowable, or (2) FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for Contract cost determination and verification.
 - f. FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
 - g. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the Contract is Monthly.
 - h. All discounts, rebates, allowances, and incentives must be returned to SFA by agreed upon monthly as mutually agreed upon [insert timeframe that is beneficial to SFA, however, time frame may be no less than on the program year, which runs from July 1 through June 30].
 - i. Under a cost-reimbursable contract, FSMC shall maintain documentation of costs and discounts, rebates and other Applicable Credits consistent with federal, state and local regulations, and shall furnish such documentation upon request to the SFA, or state or federal representatives or auditors.

- 2. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- 3. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories, operational cost and administrative cost.
 - a. Operational cost should cover the primary cost to run the FFVP to include purchase of fruits and vegetables, including the cost of pre-cut produce and delivery of charges; non-food items or supplies that are used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.
 - b. Administrative costs are used principally to support planning and managing the program. Administrative costs cannot exceed ten (10%) percent of the SFA's FFVP costs. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and FSMC to ensure strict compliance with this provision.
- 4. SFA must check one of the purchasing options stated herein below [Note: SFA may not change the purchasing option once it has issued its RFP. Any change would be considered material and require SFA to either begin its procurement process again so that all bidders have the same opportunity or require SFA to pay FSMC using funds other than School Nutrition funds.]:
 - a. \square SFA will do all purchasing for School Nutrition Program.
 - b. Except for Section O, Paragraph 2, SFA will do all purchasing for CNP.
 - c. For Cost-Reimbursable Contracts: FSMC bills SFA for foods when purchased. At the option of SFA, FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying (if FSMC bills SFA for supplies as purchased, rather than as used).
 - d. X For Fixed-Price Per Meal Contracts: FSMC will buy the beginning inventory, exclusive of commodities, from SFA (not applicable in a cost-reimbursable contract since FSMC should only be charging for new purchases).
- 5. If FSMC is acting as a purchasing agent on behalf of SFA and purchasing foods or other goods or services for SFA under this Agreement, SFA shall ensure that FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR Sections 200.317-326. In addition, SFA shall ensure that FSMC shall

comply with all applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1).

- 6. SFA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23 and 2 CFR Part 200, SFA must, whenever possible, purchase only food products that are produced in the United States.
- 7. SFA and FSMC acknowledge that to the extent required by Texas Education Code § 44.042(a), unless preempted by federal law or regulations, SFA or FSMC, if box "c" or "d" has been checked in paragraph 3 herein above, will use best efforts to purchase agricultural products produced, processed or grown in Texas if the cost and quality are equal. The availability of Texas products is expected by SFA. The farm to school relationship should be enhanced, encouraged and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the FSMC submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by FSMC to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price be paid to farmers to help make this important segment of our business sustainable.

F. USDA-Donated Foods

- 1. SFA shall retain title to all USDA-donated foods.
- 2. FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
- 3. SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
- 4. SFA shall ensure that FSMC has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))
- 5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)
- 6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. 7 CFR § 250.52(c)

7. FSMC further agrees to accept and use all other donated foods in SFA's food service. FSMC [insert may or may not] use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA-donated foods, in SFA's Food Service Program.

SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated foods received for use in SFA's food service. Market value shall be the allocated value provided to the SFA in the Texas Unified Nutrition Program System (TX-UNPS). (7 CFR § 250.51(a))

- 8. FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit SFA for the value of USDA-donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))
- 9. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.
- 10. FSMC shall credit SFA for the value of all USDA-donated foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA-donated foods contained in processed end products. The manner in which FSMC shall account for the value of USDA-donated foods is [SFA must check box for type of contract it is seeking] (7 CFR § 250.51):
 - X Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated foods received for use in SFA's food service. The market value is based on the allocated value provided to the SFA in TX-UNPS.
 - Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of USDA-donated foods based on the market value of all USDA-donated foods received for use in SFA's food service. The market value is based on the allocated value provided to the SFA in TX-UNPS.

FSMC is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. (7 CFR § 250.13)

11. FSMC will comply with 7 CFR 250.14(b) and 250.52 concerning storage and inventory management of USDA-donated foods in accordance with 7 CFR 250.52. FSMC will maintain accurate and complete records with respect to the receipt; use/disposition, storage, and inventory of USDA-donated foods [include if SFA seeking a cost-reimbursable contract... and ensure that its system of inventory management will

not result in SFA being charged for USDA- donated foods.] Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

- 12. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed in products to the SFA, in accordance with requirements in 7 CFR, part 250 subpart C.
- 12. FSMC shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. (7 CFR § 250.53(a) (10))
- 13. FSMC shall maintain records to document its compliance with requirements relating to USDA-donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a) (11))
- 14. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA-donated commodities were available.
- 15. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. (7 CFR § 250.53(a) (12))
- 16. FSMC shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; [7 CFR § 210.16(a)(6)]

G. Employees

- 1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
- 2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as "Exhibit D" and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit H" and fully incorporated herein.

Employees retained by:		SFA (See Exhibit D, Chart 4.)
	<u>X</u>	FSMC (See Exhibit H.)

Both SFA and FSMC (See Exhibit D, Chart 4 and Exhibit H)

[If SFA is transitioning employees to FSMC payroll, each position to be transitioned and date of anticipated transition shall be identified in Section O, Optional Requirements to Be Included herein] For any employees retained by FSMC, SFA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.

- 3. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
- 4. If SFA is sharing FSMC employees with other SFAs, SFA shall identify in Chart 9 of the "List of Charts and Other Attachments," which is attached to this Contract as "Exhibit D" and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA's budget shall reflect percentage of time each employee will work at SFA and for which SFA will be charged.
- 5. SFA shall have final approval regarding the hiring of Food Service Manager (the "Food Service Director").
- 6. FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of FSMC.
- 7. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.
 - 8. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
- 9. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
- 10. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Proposal and approved by SFA in order for these to be Allowable Costs.

Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

- 11. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
- 12. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
- 13. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
- 14. FSMC shall cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
- 15. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 16. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
- 17. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
- 18. [Optional Clause Inclusion determined by SFA. Before SFA includes this clause in its RFP and Contract, SFA should determine whether it may return to a self-operated food service. Inclusion of this clause may preclude SFA from hiring food service directors or other employees if it returns to a self-operated program.] Neither SFA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.
- 19. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30,

throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract.

H. Use of Facilities, Inventory, Equipment, and Storage

- 1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
- 2. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.
- 3. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA-donated foods are received by SFA.

- 4. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.
- 5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
- 6. SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- 7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with SFA's agreement with TDA.
 - 8. FSMC shall provide SFA with keys for all food service areas secured with locks.
 - 9. SFA shall provide FSMC with local telephone service.

District will:

- Calculate the square footage of the kitchen by developing a
 percentage of utilities based on the square footage of the food
 service facilities in relation to the total school square footage.
- 2) Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen my operate 7 hours but the school day with activities may be 9 hours.)
- 3) Apply percentages to the average cost of the total utilities.

District will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer, District will not charge the food service operation for utilities during the summer months.) District will not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).

- 11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- 12. SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
- 13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
- 14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- 15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement on SFA premises.
 - 16. FSMC shall comply with all SFA building rules and regulations.

- 17. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
- 18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.
- 19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

I. Health Certifications/Food Safety/Sanitation

- 1. FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b) (14))
- 2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c) (2))
 - 3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- 4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a) (7))
- 5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a) (7))
 - 6. SFA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
- 7. FSMC] shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
- 8. SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
- 9. FSMC shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
- 10. SFA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.

- 11. FSMC shall clean the kitchen and dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)
- 12. FSMC shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
 - 13. FSMC shall place garbage and trash in containers in designated areas as specified by SFA.
- 14. FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
 - 15. SFA shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
 - 16. SFA shall provide extermination services as needed.
 - 17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
- 18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).
- 19. FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

J. Financial Terms

- 1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Fund.
 - 2. All facilities, equipment and services to be provided by SFA shall be provided at SFA's expense.
 - 3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

MEAL EQUIVLENCY RATE			
Lunch Rate			
Current Year Federal Free Rate of Reimbursement:	¢		
Current Year State Match Reimbursement Rate:	\$ <u></u> \$ 0.0261		
Current Year State Program Reimbursement Rate (If Applicable):	\$ <u>0.0201</u> \$		

Current Year Value of USDA Entitlement Donated Foods	\$ 0.2475
Current Year Value of USDA Bonus Donated Foods (If Applicable):	\$
Total Meal Equivalent Rate:	\$

4. Payment Terms/Method

SFA must select one of the following two options (Check method selected):

a. (Competitive Sealed Proposals) Fixed-meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC:	
Fixed Price Per Meal/Meal Equivalent:	
Breakfast	\$ <u>\$3.7</u> 0
Lunch	\$ <u>\$3.7</u> 0
Snack	\$ <u>\$0.7</u> 5
A TAX Dinner	\$ <u>\$3.7</u> 0
SP Fixed Price Per Meal/Meal Equivalent:	
Breakfast	\$
Lunch	\$
Snack	\$

Award Criteria

Proposals will be evaluated by a SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Contracts must be awarded to the responsive and responsible bidder whose proposal is lowest or most advantageous to the program with price and other factors considered of which cost must be the primary consideration. See United States Department of Agriculture's Food and Nutrition Service Memo dated November 13, 2015, SP 12-2016. Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent Contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

[SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals. SFA may insert additional categories if needed. (See Cost & Financial Proposal criterion below and NOTE: this criterion or consideration must receive more points for the evaluation than the other criteria. For example, if the other nine (9) criteria receive 9.5 points each for a total of 85.5 points, then the Cost & Financial Proposal criterion needs to receive 14.5 points as compared to the other criteria). However, SFA may not include as a category prior experience with SFA as it would violate USDA's free and open competition regulation for procurement.]

 (20) points Cost & Financial Proposal (15) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)
(<u>15</u>) points Experience, References
(10) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
(15) points Financial Condition/Stability, Business Practices
(5) points Accounting and Reporting Systems
(5) points Personnel Management
(_5_) points Innovation
(_5_) points Promotion of the School Food Service Program
(<u>5</u>) points Involvement of Students, Staff, and Patrons
100 points TOTAL

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

b. (Competitive Sealed Proposals) Cost-Reimbursable contract—the FSMC will be paid on the basis of the Direct Cost incurred plus any fixed fees. The value of commodities used must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity usage. The values are to be determined in accordance with section F of the Standard Terms and Conditions herein above.

- (1) All program expenses not otherwise defined in the Contract will be assumed to be covered by the FSMC under the General and Administrative Expense Fee. All indirect and overhead costs must be included in the General and Administrative Expense Fee.
- (2) The following must be included in the General and Administrative Expense Fee and may not be charged in any other expenses. Also, any travel relating to the following must be covered by the General and Administrative Expense Fee.
 - Personnel and Labor Relations Services and Visitation
 - Legal Department Services
 - Purchasing and Quality Control
 - Technical Research
 - Cost Incurred in Hiring and Relocating FSMC Management Personnel
 - Dietetic Services (Administrative and Nutritional)
 - Test Kitchens
 - Accounting and Accounting Procedures
 - Tax Administration
 - Technical Supervision
 - Supervisory Personnel and Regular Inspections or Audit Personnel
 - Teaching and Training Programs
 - General Regional Support
 - General National Headquarters Support
 - Design Services
 - Menu Development
 - Information Technology and Support
 - Payroll Documentation and Administrative Cost
 - Sanitation
 - Personnel Advice

(3)	SFA must	determine whether a Retroactive Incentive Fee will be considered by SFA
	for the Ge	neral and Administrative Expense Fee. Please check one:
		SFA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and
		Administrative Expense Fee. FSMC shall include Retroactive Incentive
		Fee scale in box herein below.

SFA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee. If neither box is checked, it is assumed that SFA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's General and Administrative Expense Fee. To be completed by the FSMC (Complete One): Flat Fee: or General and Administrative Expense Fee Per Meal/Meal Equivalent: (4) The Management Fee represents a profit to the FSMC. SFA must determine whether a Retroactive Incentive Fee will be considered by SFA. Please check one: SFA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below. П SFA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee. If neither box is checked, it is assumed that SFA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's Management Fee. To be completed by the FSMC (Complete One): Flat Fee: or General and Administrative Expense Fee Per Meal/Meal Equivalent:

(5) Management and General and Administrative Expense Fees shall be paid by the SFA.

Award Criteria

Proposals will be evaluated by a SFA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals. [SFA may insert additional categories if needed. (See Cost & Financial Proposal criterion below and NOTE: this criterion or consideration must receive more points for the evaluation than the other criteria. For example, if the other nine (9) criteria receive 9.5 points each for a total of 85.5 points, then the Cost & Financial Proposal criterion needs to receive 14.5 points as compared to the other criteria). However, SFA may not include as a category prior experience with SFA as it would violate USDA's free and open competition regulation for procurement.]

(0) points Cost & Financial Proposal
(0) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)
(0) points Experience, References
(0) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
(_0) points Financial Condition/Stability, Business Practices
(0) points Accounting and Reporting Systems
(_0) points Personnel Management
(0_) points Innovation
(0) points Promotion of the School Food Service Program
(0) points Involvement of Students, Staff, and Patrons
100 points TOTAL

The General and Administrative Expense and Management Fees may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index:

South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

- 5. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.
- 6. Payment Terms/Method: FSMC shall invoice SFA within 7 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
- 7. SFA shall make payment in accordance with the Texas Prompt Payment Act Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- 8. If this is a cost-reimbursable contract, FSMC must submit detailed cost documentation for each Accounting Period to support what the SFA is charged for each cost, Charge, or expense. Costs, Charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by TDA. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated herein above.
- 9. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.

FSMC may charge SFA for all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, FSMC actually paid for FSMC employees. FSMC may not charge late fees, penalties, or interest.

10. If this is a cost-reimbursable contract, FSMC shall not pay any bonuses under this Contract that are not specifically provided for in the Budget and within the scope or original intent of this RFP/Contract and

FSMC's Proposal. Bonuses, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs and the total number of identified students for free and reduced meal reimbursements.

- 11. If this is a cost-reimbursable contract, shall not reimburse for reasonable cellular telephone expense incurred by the Director for communications related to the Contract. Reasonable cellular telephone expenses shall be charged as an expense by FSMC. Reasonable expenses shall not include additional services such as paging, e-mail or voice mail.
 - 12. If this is a cost-reimbursable contract, SFA shall not reimburse for travel expenses.

[If SFA is reimbursing for travel expenses] Reimbursement shall be for on-site FSMC staff only, that are Direct Costs related to the Contract and which are provided for in the budget. Reasonable expenses shall include mileage reimbursement, lodging (at the lowest available room rate) and reasonable meal expenses. Mileage, lodging and meal expenses will be reimbursed at the same rate as received by SFA employees.

- 13. [Insert if guaranty included in RFP.] SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty," which is attached to this Contract as "Exhibit I" and fully incorporated herein. In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.
- 14. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by TDA.

K. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 20th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 20th day following the month in which services were rendered. SFA shall perform edit checks on the

participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

- 2. FSMC shall maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.
 - 3. FSMC shall provide SFA with a year-end statement.
- 4. If this is a cost-reimbursable contract, SFA may conduct an internal audit of food, labor and other expense items as needed.
- 5. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
- 6. If this is a fixed-meal rate contract, SFA shall ensure that all revenues from the sale of non-program foods accrues to the non-profit school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of non-program foods. For fixed-meal rate contracts, FSMC shall annually provide to SFA information on food costs and revenues and such information must include food costs for reimbursable meals, food costs for non-program foods, revenues from non-program foods, and total revenues. Non-program foods may include but are not necessarily limited to: a la carte; catered foods; vending machine foods; and student stores operated and any other sales generated through the nonprofit school food service account not already described herein. The foregoing information shall be utilized to determine compliance with revenue from non-program foods found at 7 CFR Part 210.14(f). FSMC shall also provide to SFA, upon request, historical information on the type and value of non-program foods and meals to be offered, such as catered foods. FSMC shall be responsible for providing SFA with, and calculating, non-program food costs and program revenues for determining compliance with 7 CFR Part 210.14(f), as provided in SP 20-2016, Nonprofit School Food Service Account Non-program Food Revenue Requirements (Dec. 23, 2015).
- 7. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

- 8. Authorized representatives of SFA, TDA, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
- FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

L. Term and Termination

- 1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.
- 2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
- 3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
- 4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.
- 5. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.
- 6. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

7. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to a self-operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

M. Insurance [SFA MUST evaluate and determine acceptable insurance limits for this section.]

- 1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
 - 2. The information below must be completed by SFA:
 - a. Comprehensive General Liability-includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury
 - \$_300,000_ Combined Single Limit.
 - b. Automobile Liability coverage with a \$ 300,000 Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of <u>\$ per statutory limits</u>.
 - d. Excess Umbrella Liability with a combined single limit of \$ 300,000 .
- 3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- 4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies,

management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

- 2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.
- 3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

O. Optional Requirements to Be Included

[To be completed by SFA]

[Note: if SFA is seeking improvements to its food service equipment, SFA must state an amount in #1. SFA and FSMC will not be able to incorporate into their agreement by any method, including an additional exhibit or guaranty terms that FSMC will provide items without SFA stating what they are seeking in the RFP. Also, please note that inserting \$4,999.00 to avoid the \$5,000.00 limit will not allow SFA to later increase that amount.]

The scope of this Contract shall include these additional services. Check options that apply. 1. Financing of Certain Equipment. (a) FSMC may finance equipment for SFA's Food Service Program in an amount not to exceed \$_____. SFA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for SFA. SFA shall repay any financing provided by FSMC at the rate specified when the equipment was purchased, which sum shall be charged to SFA as a Direct Cost to the food service program. Ownership of the equipment shall at all times remain with SFA. Any equipment costing \$5,000 or more must be approved in advance by TDA. (b) If the Contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either (SFA must check appropriate box): 1) Deliver the equipment or other items funded by the investment to the FSMC in full release of the unpaid balance. OR 2) Retain the property and continue to make payments in accordance with the amortization schedule. (Reference. "Contracting with Food Service Management Companies: Guidance for School Food Authorities", April 2009, pages 3-12-3-13.) 2. Information Technology Systems (a) Cost Reimbursable Contracts Only. FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the "IT System") (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's Food Service Programs. SFA shall receive a Charge for the use of the IT System. The cost methodology utilized in determining such Charge shall be kept on file by SFA on SFA's

	premises. SFA shall provide, at its expense, a suitable environment, including such heat,
	air conditioning, phone and utility service as may be reasonably required for the
	installation, implementation, operation and maintenance of the IT System. FSMC's IT
	System shall provide the following services: [SFA must
	insert functions SEA degree the IT System to 2 2 2 2
	insert functions SFA desires the IT System to perform for SFA and FSMC should insert
	functions their IT System will perform.]
	or
	(b) All Fees Must Be Part of The Fixed-Meal Rate. FSMC shall provide, install, deploy
	into production, operate and maintain and support an information technology system (the
	"IT System") (which may include, but not be limited to, hardware, owned and licensed
	software and systems support) necessary for the operation of SFA's Food Service
	Programs. SFA shall provide, at its expense, a suitable environment, including such heat,
	air conditioning, phone and utility service as may be reasonably required for the
	installation, implementation, operation and maintenance of the IT System. FSMC's IT
	System shall provide the following services: [SFA must
	insert functions SFA desires the IT System to perform for SFA and FSMC should insert
	functions their IT System will perform.]
☐ 3.	
	SFA Transition Employee Positions and Dates of Transition. [SFA shall identify each employee
	position to be transitioned to FSMC's payroll, anticipated date of transition, and manner in
 ,	which transition shall occur.].
<u> </u>	Other. [To be identified by SFA before issuing RFP.]

P. Certifications

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by: a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas; or c) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion for Covered Contracts form; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein; Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated here.

Q. Miscellaneous

1. Emergency Notifications.

a. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name: David Terrell

Title: Deputy Director of Detention Telephone number: 409-770-5929

Alternate telephone number: 409-392-3000

b. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name: David Terrell

Title: Deputy Director of Detention Telephone number: 409-770-5929

Alternate telephone number: 409-392-3000

- 2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.
- 3. <u>Headings</u>. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
- 4. <u>Incorporation/Amendments</u>. This Request for Proposal and Contract, which includes the attached Exhibits A M and FSMC's proposal documents (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA's Request for Proposal and Contract and (ii) FSMC

proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

- 5. INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS' FEES AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.
- 6. <u>Nondiscrimination</u>. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- 7. Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA:

To FSMC:

Copy to:

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

- 9. <u>Silence, absence or omission</u>. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
- 10. <u>Subcontract/Assignment</u>. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
- 11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
 - 12. TDA review. This Contract is not effective until it is approved, in writing, by TDA.

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AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods,

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST: SCHOOL FOOD AUTHORITY: Galveston County Juvenile Board Name of SFA Galveston County Juvenile Justice Department Signature of Authorized Representative Honorable Anne B. Darring Typed Name of Authorized Representative Judge, 306th Judicial District Court Title Date Signed FOOD SERVICE MANAGEMENT COMPANY: ABL Management, Inc. Mr. Roshon S. Cody, Vice President Name of FBMC Signature of Authorized Representative Mr. John D. Appleton Typed Name of Authorized Representative President & CEO Title

June 7, 2016

Date Signed

	REGULA	1
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SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
4OZ ORANGE JUICE 1EA BANANA 1'EA P BUTTER &	40Z ORANGE JUICE 1EA APPLE 2.50Z SCRAMBLED	1/2C APPLE JUICE 1EA BANANA 1C OATMEAL	40Z ORANGE JUICE 1EA ORANGE 20Z TURKEY HAM	1/2C APPLE JUICE 1EA BANANA 1C OATMEAL	1/2C APPLE JUICE 1EA ORANGE 1EA P BUTTER &	402 ORANGE JUICE 1EA BANANA 2.50Z SCRAMBLED
JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	EGG 2SL WHOLE WHEAT BREAD	2EA BISCUIT WG 1	10Z WHOLE GRAIN DRY CEREAL	2.50Z SCRAMBLED EGG	JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	EGG 2SL WHOLE WHEAT BREAD
	1TB ABL SL JELLY	ZEA HARD BOILED	2SL WHOLE WHEAT	1EA ABL SL		1TB ABL SL JELLY
	1C CHOICE SKIM OR	1C CHOICE SKIM OR 1% MII.K	1C CHOICE SKIM OR	ICKIILLA WHOLE W		1C CHOICE SKIM OR
				1C CHOICE SKIM OR 1% MILK		
2.50Z ABL SL BEEF	4.320Z BAKED	80Z TURKEY &	1C WHOLE GRAIN	2EA TURKEY FRANKS	802 CHILI WITH	3.390Z TURKEY HAM
PATTY GALV 1SL CHEESE	CHICKEN 10Z MILD BBO SAUCE	NOODLES (WG) 2.90	SPAG NOODLES	 1EA MUSTARD/CATSUP	BEANS 1/2C SEASONED	 1C MASHED POTATOES
	1	VEGETABLES	SAUCE		BROWN RICE	
1EA WHOLE WHEAT BURGER BUN	1/4C GRAVY	1C TOSSED	1/2C GREEN PEAS	1C PINTO BEANS	1/2C TURNIP GREENS	20Z GRAVY
1EA MUST/CATSUP	1C MASHED POTATOES	2SL WHOLE WHEAT	1C TOSSED	1/2C LOW CAL	2SL WHOLE WHEAT	1/2C CARROTS
1/2C GREEN BEANS	1/2C CARROTS	ZEA BANANA	ZEA APPLE	NOLE WHEAT	2EA BANANA	2SL WHOLE WHEAT
1C HOME FRIES	1C PINTO BEANS	1C CHOICE SKIM OR	1C CHOICE SKIM OR	BUN 1C TOSSED	1C CHOICE SKIM OR	BREAD 2EA APPLE
קוממי הקכ	ERGEN GIONN TOC	18 MILK	18 MILK	SALAD/DRSG	18 MILK	do MINO do FOLIO
ZEA AFFLE	SSL WHOLE WHEAT			ZEA OKANGES		L CHOICE SAIM OR 18 MILK
1C CHOICE SKIM OR 1% MILK	2EA ORANGES			1C CHOICE SKIM OR 1% MILK		
	1C CHOICE SKIM OR 1% MILK					
30Z SMOKED SAUSAGE	30Z TURKEY	30Z SLOPPY JOE 3	30Z TURKEY HAM	30Z SALISBURY	30Z BRD CHICKEN	30Z COUNTRY BEEF
1C SEASONED	1/2C STUFFING	OZ MEAT 1C OVEN STRIPED	1C MASHED POTATOES	STEAK 1C MACARONI &	PALTI 202 CHEESE SAUCE	PATTI 1C COTTAGE FRIES
NOODLES 1/2C MIXED VEG	1/2C SEASONED CORN	POT 1FA HAMBIIRGER BIIN	302 ONTON GRAVY	CHEESE 1/2C CORN	1/27 CORNERED	AOZ GRAVY
3SL ENRICHED BREAD	30Z GRAVY	1C BAKED BEANS	1/2C GREEN BEANS	3SL ENRICHED BREAD	1C COTTAGE FRIES	1/2C PEAS
2EA MARGARINE, WHIP 3/4C GELATIN	1/2c COLESLAW 3ST, ENRICHED BREAD	1/40 CAKE/GLAZE 1C SWEET TEA	3SI ENRICHED BREAD	1/40 CAKE/GLAZE	1/2C COLESLAW 3/4C GELATIN	3SL ENRICHED BREAD
1/40 CAKE/GLAZE 1C SWEET TEA	2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA		1C SWEET TEA		1C SWEET TEA	1/40 CAKE/GLAZE 1C SWEET TEA
1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK
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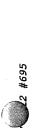
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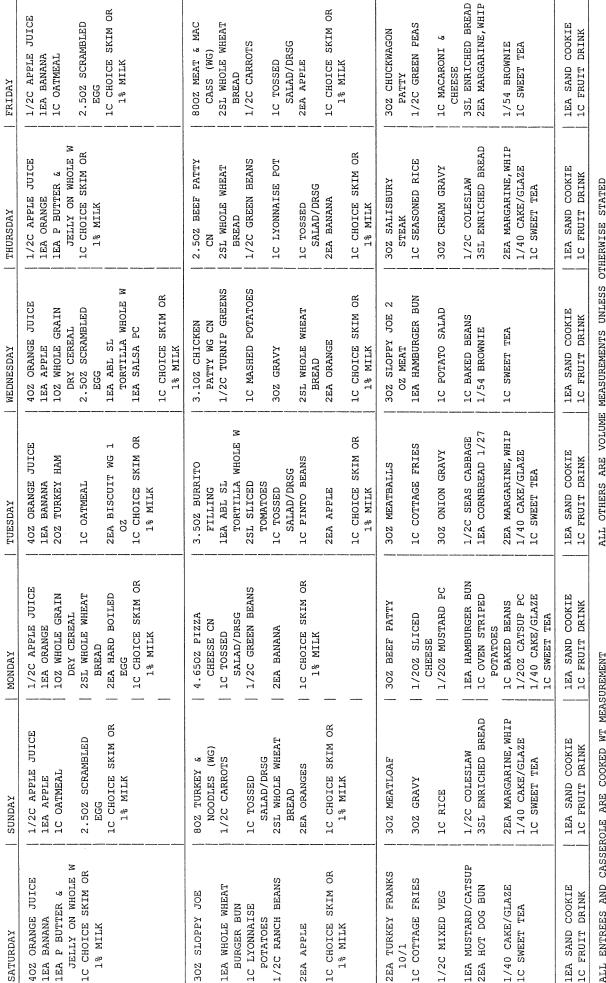
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APPROVAL DATE FSD ABL MANAGEMENT

REGISTRATION # 455563

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SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
402 ORANGE JUICE 1EA BANANA 2SL WHOLE WHEAT BREAD 2EA HARD BOILED EGG 1C CHOICE SKIM OR 1% MILK	40Z ORANGE JUICE 1EA APPLE 2.50Z SCRAMBLED EGG 2SL WHOLE WHEAT BREAD 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE LEA ORANGE 2.50Z SCRAMBLED EGG LC OATMEAL LC CHOICE SKIM OR L% MILK	40Z ORANGE JUICE 1EA BANANA 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 18 MILK	1/2C APPLE JUICE 1EA APPLE 1OZ WHOLE GRAIN DRY CEREAL 2.5OZ SCRAMBLED EGG 1EA ABL SL TORTILLA WHOLE W 1EA SALSA PC 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA ORANGE 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	40Z ORANGE JUICE 1EA BANANA 10Z WHOLE GRAIN DRY CEREAL 2EA HARD BOILED EGG 2SL WHOLE WHEAT BREAD 1C CHOICE SKIM OR 1% MILK
8OZ CHILI WITH BEANS 1/2C SEASONED RROWN RICE	3.10Z CHICKEN PATTY WG/CN 1/2C LOW CAL MACARONI SALAD (3.390Z TURKEY HAM	2.50Z BEEF PATTY CN 1SL CHEESE	2EA TURKEY FRANKS 1/2C COLESLAW	30Z TACO SEASONED MEAT 1SL CHEESE	4.320Z BAKED CHICKEN 10Z MILD BBQ SAUCE
1/2C CARROTS 2SL W WHEAT BREAD	1/2C BAKED BEANS 1/2C TURNIP GREENS	20Z GRAVY 1/2C CORN	1EA WHOLE WHEAT BURGER BUN 1EA MUSTARD	1/2C CARROTS 2EA WHOLE WHEAT	1EA ABL SL TORTILLA WHOLE W 1C PINTO BEANS	1C BAKED FRIES 1/2C GREEN BEANS
2EA APPLE 1C CHOICE SKIM OR	2SL WHOLE WHEAT BREAD 2EA ORANGE	2SL WHOLE WHEAT BREAD 2EA BANANA	1C TOSSED SALAD/DRSG 1C BAKED FRIES	1EA MUSTARD 2EA ORANGES	1C SHRED LETTUCE 2SL SLICED TOMATORS	2SL WHOLE WHEAT BREAD 2EA APPLE
VITTE 0.1	IC CHOICE SKIM OR 1% MILK	IC CHOICE SKIM OR 1% MILK 	1EA CATSUP 2EA APPLE 1C CHOICE SKIM OR 1% MILK	1C CHOICE SKIM OR	2EA BANANA 1C CHOICE SKIM OR 18 MILK	1C CHOICE SKIM OR 1% MILK
30Z TURKEY	20Z SMOKED SAUSAGE	1C SPAGH NOODLES	30Z COUNTRY FRIED STK	30Z MEATBALLS	30Z SLOPPY JOE 2 OZ MEAT	30Z BREADED FISH
30Z GRAVY	1C RICE	AOZ SPAGHETTI SAUCE 2 OZ MEAT	30Z GRAVY	1C RICE PILAF	1C OVEN STRIP POT	rn.
1C MASHED POTATOES	1/2c SEAS CABBAGE	1/2C MIXED GREEN SALAD	1/27 CORNBREAD	30Z GRAVY		1C MACARONI & CHEESE
3SL ENKICHED BREAD 1C PINTO BEANS 2EA MARGARINE, WHIP	1/2/ COKNBKEAD 2EA MARGARINE,WHIP 3/4C GELATIN	1/2C GREEN BEANS 3SI ENRICHED BREAD 2EA MARGARINE, WHIP	IC BAKED BEANS IC MASHED POTATOES 1/40 CAKE/GLAZE	1/2C MIXED VEG 3SL ENRICHED BREAD 2EA MARGARINE,WHIP	1/20Z CATSOP PC 1/2C SEASONED CORN 1/40 CAKE/GLAZE	1/2C COLESLAW 1EA HAMBURGER BUN 2EA MARGARINE,WHIP
1/40 CAKE/GLAZE 1C SWEET TEA	1C SWEET TEA	3/4C GELATIN 1C SWEET TEA	2EA MARGARINE, WHIP 1C SWEET TEA	1/40 CAKE/GLAZE 1C SWEET TEA	1C SWEET TEA	1/2C FRUIT CRISP 1C SWEET TEA
1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK
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MENU - REGULAR





SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1/2C APPLE JUICE 1EA ORANGE 1OZ WHOLE GRAIN DRY CEREAL 2.50Z SCRAMBLED EGG 1EA ABL SL TORTILLA WHOLE W 1EA SALSA PC 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA BANANA 2EA HARD BOILED EGG 2EA WHOLE WHEAT BREAD 1C CATMEAL 1C CHOICE SKIM OR 1% MILK	40Z ORANGE JUICE 1EA ORANGE 1EA P BUTTER & JELY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA BANANA 1OZ WHOLE GRAIN DRY CEREAL 2.50Z SCRAMBLED EGG 1EA ABL SL TORTILLA WHOLE W 1EA SALSA PC 1C CHOICE SKIM OR 1% MILK	40Z ORANGE JUICE 1EA ORANGE 20Z TURKEY HAM 2EA BISCUIT WG 1 0Z 1C OATMEAL 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA APPLE 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA ORANGE 2.50Z SCRAMBLED EGG 1C OATMEAL 1C CHOICE SKIM OR 1% MILK
80Z MEAT & MAC CASS (WG) 1C TOSSED SALAD/DRSG 1/2C CARROTS 2SL WHOLE WHEAT	2.50Z BEEF PATTY CN 1SL CHEESE 1EA WHOLE WHEAT BUN 1EA MUST/CATSUP	4.650Z PIZZA CHEESE WG/CN IC TOSSED SALAD/DRSG 1/2C GREEN BEANS ZEA BANANAS	30Z TACO SEASONED MEAT 1SL CHEESE 2SL SLICED . TOMATOES 1/2C CORN	1C WG SPAGH NOODLES 40Z SPAGHETTI SAUCE 1C TOSSED SALAD/DRSG 1/2C CARROTS	30Z SLOPPY JOE 1EA WHOLE WHEAT BURGER BUN 1C LYONNAISE POTATOES 1/2C RANCH BEANS	3.10Z CHICKEN PATTY WG/CN 1/2C TURNIP GREENS 1C MASHED POTATOES 20Z GRAVY
BREAD ZEA APPLES 1C CHOICE SKIM OR 1% MILK	1/2C BAKED BEANS 1C BAKED FRIES 2EA ORANGES 1C CHOICE SKIM OR 1% MILK	1C CHOICE SKIM OR 1% MILK	1EA ABL SL TORTILLA WHOLE W 1C SHRED LETTUCE 2EA APPLE 1C CHOICE SKIM OR 1% MILK	2EA BANANAS 1C CHOICE SKIM OR 1% MILK	2EA BANANA 1C CHOICE SKIM OR 1% MILK	2SL WHOLE WHEAT BREAD 2EA APPLE 1C CHOICE SKIM OR 1% MILK
30Z MEATLOAF 30Z GRAVY 1C SEASONED NOODLES 1/2C SEASON GREEN	30Z COUNTRY FRIED STK 1C MASHED POTATOES 30Z GRAVY 1C BLACKEYED PEAS	80Z MEAT & MAC CASS 2 0Z MEAT 1/2C MIXED VEG 3/4C GELATIN 1/27 CORNBREAD	30Z MEATBALLS 1C MASHED POTATOES 1/2C COLESLAW 3SL ENRICHED BREAD	30Z BRD CHICKEN PATTY 10Z MILD BBQ SAUCE 3SL ENRICHED BREAD 1C COTTAGE FRIES	80Z MEAT & SPANISH RIC 2 OZ MEAT 1/2C GREEN PEAS 1/2C MIXED GREEN SALAD 1/27 CORNBREAD	30Z TURKEY HAM 3SL ENRICHED BREAD 1C MACARONI & CHEESE 1/2C COLESIAW
SEARNS 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/54 BROWNIE 1C SWEET TEA	2EA MARGARINE, WHIP 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1/40 CAKE/GLAZE 2EA MARGARINE, WHIP 1C SWEET TEA	2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1/2C PEAS 1/40 CAKE/GLAZE 1C SWEET TEA	2EA MARGARINE, WHIP 3/4C GELATIN 1C SWEET TEA	1/40 CAKE/GLAZE 2EA MARGARINE, WHIP 1C SWEET TEA
1C FRUIT DRINK ALL ENTREES AND CASSIFACILITY ADMIN	CASSEROLE ARE COOKIE 1EA SAI 1C FRU CASSEROLE ARE COOKED WT MEASUREMENT APPROVAL DAY	1EA SAND COOKIE 1 1C FRUIT DRINK 1 MEASUREMENT A APPROVAL DATE 4/25/2016	EA LL FSI	SAND COOKIE FRUIT DRINK IC FRUIT DRINK OTHERS ARE VOLUME MEASUREMENTS UNLESS OF D ABL MANAGEMENT REGISTRATION # 455563	IEA SAND COOKIE IC FRUIT DRINK SS OTHERWISE STATED APPROVAL DATE	1EA SAND COOKIE 1C FRUIT DRINK
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MENU - REGULAR

SATURDAY	SUNDAY	MONDRY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
40Z ORANGE JUICE 1EA BANANA 1'EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% HILK	402 ORANGE JUICE 1EA APPLE 2.502 SCRAMBLED EGG ZSL WHOLE WHEAT BREAD 1TB ABL SL JELLY 1C CHOICE SKIH OR 1% HILK	1/2C APPLE JUICE 1EA BANANA 1C OATHEAL 1EA ABL SL BISCUIT WG 2.25 OZ 1 EA WG 2.25 OZ 1 EA EGG 1C CHOICE SKIH OR 1% MILK	402 ORANGE JUICE 1EA ORANGE 202 TURKEY HAM 102 WHOLE GRAIN DRY CEREAL 2SL WHOLE WHEAT BREAD 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA BANANA 1C OATHEAL 2.50Z SCRAMBLED EGG 1EA ABL SL TORTILLA WHOLE W 1EA SALSA PC 1C CHOICE SKIM OR 18 MILK	1/2C APPLE JUICE 11/2C APPLE JUICE 1EA P BUTTER 6 JULLY ON WHOLE W 1C CHOICE SKIH OR 1% MILK	40Z ORANGE JUICE 1EA BANANA 2.50Z SCRAMBLED EGG 2SL WHOLE WHEAT BREAD 1TB ABL SL JELLY 1C CHOICE SKIM OR 1'S MILK
A.302 ABL SL BEEF PATTY GALV 1SL CHEESE 1EA WHCLE WHEAT BURGER BUN 1EA MUST/CATSUP 1/2C GREEN BEANS 1C HOME FRIES	4.3202 BAKED CHICKEN 102 MILD BBG SAUCE 1/4C GRAVY 1C MASHED POTATOES 1/2C CARROTS 1C PINTO BEANS	BOZ TURKEY 6 NOODLES (#G) 2.90 1/2C MIXED VEGETABLES C TOSSED SALAD/DRSG SALAD/DRSG 25L WHOLE WHEAT BREAD 2EA BANANA 1C CHOICE SKIM OR	1C WHOLE GRAIN SPAG NOODLES 40Z SPAGHETTI SAUCE 1/2C GREEN PEAS 1C TOSSED SALAD/DRSG 2EA APPLE 1C CHOICE SKIM OR	ZEA TURKEY FRANKS 1EA MUSTARD/CATSUP 1C PINTO BEANS 1/2C LOW CAL MACARONI SALAD (ZEA WHOLE WHEAT BUN 1C TOSSED	BOZ CHILI WITH BEANS 1/2C SEASONED BROWN RICE 1/2C TURNIP GREENS 2SL WHOLE WHEAT BREAD ZEA BANANA 1C CHOICE SKIM OR	3.390Z TURKEY HAH IC MASHED POTATOES 20Z GRAVY 1/2C CARROTS 2SL WHOLE WHEAT BREAD 2FA ADDIE
2EA AFPLE 1C CHOICE SKIM OR 1% MILK	2SL WHOLE WHEAT BREAD ZEA ORANGES 1C CHOICE SKIM OR 1% MILK	18 HILK	1\$ MILK	SALAD/DRSG ZEA ORANGES 1C CHOICE SKIM OR 1% HILK	14 HILK	1C CHOICE SKIM OR
30Z SHOKED SADSAGE 1C SEASONED NOODLES 1/2C MIXED VEG 3SL ENRICHED BREAD ZEA HARCARINE, WHIP 3/4C GELATIN 1/40 CAKE/GLAZE 1C SWEET TEA	30Z TURKEY 1/2C STUFFING 1/2C SEASONED CORN 30Z GRANY 1/2C COLESLAW 3SL ENRICHED BREAD 2EM HARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA		30Z TURKEY HAM 1C MASHED POTATOES 30Z ONION GRAVY 1/2C GREEN BEANS 3SL ENRICHED BREAD 1/54 BROWNIE 1C SWEET TEA	302 SALISBURY STEAK 1C HACARONI 6 CHEESE 1/2C CORN 3SL ENRICHED BREAD 1/40 CAKE/GLAZE 1C SWEET TEA	302 BRD CHICKEN PATY 202 CHEESE SAUCE 1/27 CORNBREAD 1C COTTAGE FRIES 1/2C COLESLAW 3/4C GELATIN 1C SWEET TEA	30Z COUNTRY BEEF PATTY 1C COTTAGE FRIES 30Z GRAVY 1/2C PEAS 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA
IEA SAND COOKIE IC FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK	1EA SAND COOKIE 1C FRUIT DRINK



MENU - REGULAR

SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
402 ORANGE JUICE 1EA BANANA 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA APPLE 1C OATMEAL 2.50Z SCRAMBLED EGG 1C CHOICE SKIM OR 1' MILK	1/2C APPLE JUICE 1EA ORANGE 1OZ WHOLE GRAIN DRY CEREAL 2SL WHOLE WHEAT BREAD 2EA HARD BOILED EGG 1C CHOICE SKIM OR 1% MILK	102 ORANGE JUICE 1EA BANANA 202 TURKEY HAM 1C OATMEAL 1EA ABL SL BISCUIT WG 2.25 OZ 1 EA 1C CHOICE SKIM OR 1% MILK	102 ORANGE JUICE 11EA APPLE 102 WHOLE GRAIN DRY CEREAL 2.502 SCRAMBLED EGG 11EA ABL SL TORTILLA WHOLE W 11EA SALSA PC 11C CHOICE SKIM OR 11* MILK	1/2C APPLE JUICE 1EA ORANGE 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA BANANA 1C OATMEAL 2.502 SCRAMBLED EGG 1C CHOICE SKIM OR 1% MILK
30Z SLOPPY JOE 1EA WHOLE WHEAT BURGER BUN 1C LYONNAISE POTATOES	BOZ TURKEY & NOODLES (WG) 1/2C CARROTS 1C TOSSED SALAD/DRSG	4.650Z PIZZA CHEESE CN IC TOSSED SALAD/DRSG 1/2C GREEN BEANS	3.50Z BURRITO FILLING 1EA ABL SL TORTILLA WHOLE W 25L SLICED TOWATOES	3.10Z CHICKEN PAITY WG CN 1/2C TURNIP GREENS 1C MASHED POTATOES	2.50Z BEEF PATTY CN CN 2SL WHOLE WHEAT BREAD 1/2C GREEN BEANS	BOOZ MEAT & MAC CASS (WG) 2SL WHOLE WHEAT BREAD 1/2C CARROTS
1/2C RANCH BEANS 2EA APPLE 1C CHOICE SKIN OR 1% NILK	2SL WHOLE WHEAT BREAD 2EA ORANGES 1C CHOICE SKIM OR 1% MILK	2EA BANANA 1C CHOICE SKIH OR 1% MILK	1C TOSSED SALAD/DRSG 1C PINTO BEANS ZEA APPLE 1C CHOICE SKIM OR 1* MILK	30Z GRAVY 2SL WHOLE WHEAT BREAD 2EA ORANGE 1C CHOICE SKIM OR 1\$ MILK	1C LYONNAISE FOT 1C TOSSED 2EA BANANA 1C CHOICE SKIM OR 1% MILK	IC TOSSED SALAD/DRSG 2EA APPLE 1C CHOICE SKIM OR 1 MILK
2EA TURKEY FRANKS 10/1 1C COTTAGE FRIES 1/2C MIXED VEG	30Z MEATLOAF 30Z GRAVY 1C RICE	30Z BEEF PATTY 1/20Z SLICED CHEESE 1/20Z MUSTARD PC	30Z MEATBALLS 1C COTTAGE FRIES 30Z ONION GRAVY	30Z SLOPPY JOE 2 OZ MEAT 1EA HAMBURGER BUN 1C POTATO SALAD	30Z SALISBORY STEAK 1C SEASONED RICE 30Z CREAM GRAVY	30Z CHUCKWAGON PATTY 1/2C GREEN PEAS 1C MACARONI &
1EA MUSTARD/CATSUP 2EA HOT DOG BUN 1/40 CAKE/GLAZE 1C SWEET TEA	1/2C COLESLAW 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1EA HAMBURGER BUN 1C OVEN STRIPED POTATOES 1C BAKED BEANS 1/20Z CATSUP PC 1/40 CAKE/GLAZE 1C SWEET TEA	1/2C SEAS CABBAGE 1EA CORNBREAD 1/27 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1/54 BROWNIE 1/54 BROWNIE 1C SWEET TEA	1/2C COLESLAW 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	CHEESE 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/54 BROWNIE 1C SWEET TEA
1EA SAND COOKIE 1EA SAND COOKIE 1EA SAND COOKIE 1C FRUIT DRINK 1C FRU ALL ENTREES AND CASSEROLE ARE COOKED WT MEASUREMENT	1EA SAND COOKIE 1C FRUIT DRINK ROLE ARE COOKED WI MEAN	1EA SAND COOKIE 1C FRUIT DRINK SUREMENT	1C FRUIT DRINK ALL OTHERS ARE VOLUME	1EA GAND COOKIE 1EA GAND COOKIE 1EA GAND COOK 1C FRUIT DRINK 1 C FRUIT DRINK 1C FRUIT DRINK 1C FRUIT DRINK ALL OTHERS ARE VOLUME MEASUREMENTS UNLESS OTHERWISE STATED	1EA SAND COOKIE 1C FRUIT DRINK THERWISE STATED	I LEA SAND COOKIE

HENU - REGULAR

HEEK:

SATURDAY	SONDAY	HONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
40Z ORANGE JUICE 1EA BAHANA 2SL WHOLE WHEAT BREAD 2EA HARD BOILED EGG 1C CHOICE SKIM OR 1% HILK	40Z ORANGE JUICE 1EA APPLE 2.50Z SCRAMBLED EGG 2SL WHOLE WHEAT BREAD 1C CHOICE SKIM OR 1% HILK	1/2C APPLE JUICE 1EA ORANGE 2.50Z SCRAHBLED EGG 1C OATMEAL 1C CHOICE SKIN OR 1% MILK	402 ORANGE JUICE 1EA BANTER 6 JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA APPLE 102 WHOLE GRAIN DRY CEREAL 2.502 SCRAMBLED EGG 1EA ABL SL TORTILLA WHOLE W 1EA SALSA PC 1C CHOICE SKIM OR 1% MILK	1/2C APPLE JUICE 1EA ORANGE 1EA P BUTTER & JELLY ON WHOLE W 1C CHOICE SKIM OR 1% MILK	402 ORANGE JUICE 1EA BANANA 102 WHOLE GRAIN DRY CEREAL 2EA HARD BOILED EGG 2SL WHOLE WHEAT BREAD 1C CHOICE SKIM OR 18 MILK
802 CHILI WITH BEANS 1/2C SEASONED BROWN RICE	3.10Z CHICKEN PATTY MG/CN 1/2C LOW CAL MACABONI SALAD	3.3902 TURKEY HAN IC MASHED POTATOES	2.50Z BEEF PATTY CN ISL CHEESE	ZEA TURKEY FRANKS 1/2C COLESIAW	302 TACO SEASONED MEAT 1SL CHEESE	: 4.3202 BAKED CHICKEN 102 MILD BBQ SAUCE
1/2C CARROTS 2SL W WHEAT BREAD	1/2C BAKED BEANS 1/2C TORNIP GREENS	20Z GRAVY 1/2C CORN	1EA WHOLE WHEAT BURGER BUN 1EA MUSTARD	1/2C CARROTS 2EA WHOLE WHEAT	1EA ABL SL TORTILLA WHOLE W 1C PINTO BEANS	1C BAKED FRIES 1/2C GREEN BEANS
ZEA APPLE 1C CHOICE SKIM OR 1% MILK	2SL WHOLE WHEAT BREAD ZEA ORANGE 1C CHOICE SKIM OR	2SL WHOLE WHEAT BREAD ZEA BANANA 1C CHOICE SKIM OR	IC TOSSED SALAD/DRSG IC BAKED FRIES IEA CATSUP	LEA MUSTARD ZEA ORANGES IC CHOICE SKIH OR	1C SHRED LETTUCE 2SL SLICED TOMATOES 2EA BANANA	2SL WHOLE WHEAT BREAD 2EA APPLE 1C CHOICE SKIM OR
	1º MILK	1% HILK !	2EA APPLE 1C CHOICE SKIM OR 1% MILK	18 MILK	IC CHOICE SKIM OR I 18 HILK	19 HILK
302 TURKEY 302 GRAVY	20Z SMOKED SAUSAGE 1C RICE	IC SPAGH NOODLES 40Z SPAGHETTI SAUCE 2 0Z MEAT	302 COUNTRY FRIED STK 302 GRAVY	30Z HEATBALLS 1C RICE PILAF	30Z SLOPPY JOE 2 0Z MEAT 1C OVEN STRIP POT	302 BREADED FISH 102 TARTAR SAUCE PC
1C MASHED POTATOES 3SL ENRICHED BREAD 1C PINTO BEANS 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1/2C SEAS CABBAGE 1/27 CORNBREAD 2EA MARGARINE, WHIP 3/4C GELATIN 1C SWEET TEA	1/2C MIXED GREEN SALAD 1/2C GREEN BEANS 351 ENRICHED BREAD 2EA MARGARINE, WHIP 3/4C GELATIN 1C SWEET TER	1/27 CORNBREAD 1C BAKED BEANS 1C HASHED POTATOES 1/40 CAKE/GLAZE 2EA HARGARINE,WHIP 1C SWEET TEA	30Z GRAVY 1/2C MIXED VEG 3SL ENRICHED BREAD 2EA MARGARINE, WHIP 1/40 CAKE/GLAZE 1C SWEET TEA	1/202 CATSUP PC 1/202 CATSUP PC 1/2C SEASONED CORN 1/40 CAKE/GLAZE 1C SHEET TEA	IC MACARONI 6 CHEESE 1/2C COLESLAW IEA HAMBURGER BUN 2EA MARGARINE, WHIP 1/2C FRUIT CRISP IC SWEET TEA
JEA SAND COOKIE 1C FRUIT DRINK ALL ENTREES AND CASSE	1EA SAND COOKIE 1EA SAND COOKIE 1EA SAN 1C FRUIT DRINK 1C FRU ALL ENTREES AND CASSEROLE ARE COOKED NY NEASUREMENT	1EA SAND COOKIE 1C FRUIT DRINK SUREMENT	1C FRUIT DRINK ALL OTHERS ARE VOLUME	1EA SAND COOKIE 1EA SAND COOKIE 1EA SAND COOK IC FRUIT DRINK 1C FRUIT DRINK 1C FRUIT DRINK 1L FRUI	1EA SAND COOKIE 1C FRUIT DRINK HHERWISE STATED	IEA SAND COOKIE IC FRUIT DRINK
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SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
מחזות מוסמה חנ/ נ	11444					
TOTAL CONTRACTOR	1/20 AFFEE UUICE	406 OKANGE JUICE	1/2C APPLE JUICE		1/2C APPLE JUICE	1/2C APPLE JUICE
IEA ORANGE	1EA BANANA	1EA ORANGE	1EA BANANA	1EA ORANGE	1EA APPLE	1EA ORANGE
10Z WHOLE GRAIN	2EA HARD BOILED	, 1EA P BUTTER &	102 WHOLE GRAIN	202 TIRKEY HAM	1FA D BITTERD C	Caronacan Con c
DBV CEBEAL.	CUL	S Broth Ho writer	TAUTUS TOUR		8 171100 1 101	Gardinance access
	50	OFFILE ON WHOLE W	האם רבאביוו		OFFICE ON WHOLE W	563
2.50Z SCRAMBLED	2EA WHOLE WHEAT	1C CHOICE SKIM OR	2.50Z SCRAMBLED	1EA ABL SL BISCUIT	1 C CHOICE SKIM OR	1C OATMEAL
EGG	BREAD	1 MILK	201	מש ר שט טכ כ טמ	14 4477	
TER BET. CT.	בעמות טור שור שור שור שור שור שור שור שור שור ש		20 10 10 10 10 10 10 10 10 10 10 10 10 10		WITH AT	
	Turning of	-	TEN MBL SL	IC UNIMEAL		1 1C CHOICE SKIM OR
TOKITET MHODE M			TORTILLA WHOLE W	****		15 MILK
1EA SALSA PC	1C CHOICE SKIM OR	-	1EA SALSA PC	1C CHOICE SKIN OR		_
	1 MILK			14 MILK		•
1C CHOICE SKIM OR	•	_	יור עדאם פרושה הויי		. ~	
18 NILK	···	-	14 WILL			
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BOZ MEAT & MAC	2.50Z BEEF PATTY	4.650Z PIZZA	30Z TACO SEASONED	1 TC MG SPAGH	30Z SLOFPY JOE	3.10Z CHICKEN
CASS (MG)	<u>6</u>	CHEESE WG/CN	MEAT	NOODLES		PATTY WG/CN
1C TOSSED	1SL CHEESE	1C TOSSED	1SL CHEESE	40Z SPAGHETTI	1FA WHOLE SHEAT	1/20 CTRUST COURS
SALAD/DRSG		באמו,מת, ממדמה		aonta		The relative design
מייחמעגר הנייר	English and the	מוזימת ושונים סכן ד	******	4000	ם התרביא התא	
	10000 0000 001	112C GREEN BEAUS	לאח ארזרבה	IC TOSSED	IC DYONNAISE	IC MASHED POTATOES
	200		TOWATOES	SALAD/DRSG	POTATOES	
2SL WHOLE WHEAT	1EA MUST/CATSUP	2EA BANANAS	1/2C CORN	1/2C CARROTS	1/2C RANCH BEANS	202 GRAVY
BREAD	-					
2EA APPLES	1/2C BAKED BEANS	1C CHOICE SKIM OR	JEA ARI. SI.	OFA HANBNDS	COED DEMAND	TOTAL MINERAL
		1& MTI.K	M SIOHM WILLIAMS			COL MODE MEEST
00 MINO PT-011 DE	מודמים ממאמים סר					DECAL
14 MILK	TO BUYER FRIES		IC SHKED DETINCE	IC CHUICE SKIM OR	IC CHOICE SKIM OR	ZEA APPLE
				וו נודדנו	WITH ST	_
	AEA ORANGES	-	ZEA APPLE		musk 🍁	1 1C CHOICE SKIM OR
						I MILK
	1C CHOICE SKIM OR		1C CHOICE SKIM OR			£. 2
The state of the s			The state of			
30Z MEATLOAF	30Z COUNTRY FRIED		302 MEATBALLS	302 BRD CHICKEN	802 MEAT & SPANISH	30Z TURKEY HAM
	STK	CASS 2 OZ MEAT		PATTY	RIC 2 02 MEAT	
30Z GRAVY	1C MASHED POTATOES	1/2C MIXED VEG	1C MASHED POTATOES	10Z MILD BBQ SAUCE	1/2C GREEN PEAS	3SL ENRICHED BREAD
1C SEASONED	30Z GRAVY	3/4C GELATIN	1/2C COLESLAW	3SL ENRICHED BREAD	1/2C MIXED GREEN	1C MACARONI &
NOODLES			•		SALAD	
1/2C SEASON GREEN	1C BLACKEYED PEAS	1/27 CORNBREAD	35L ENRICHED BREAD	1C COTTAGE FRIES	1/27 CORNERRA	1/20 COLECTAR
BEANS						
3SL ENRICHED BREAD	2EA MARGARINE, HHIP	1/40 CAKE/GLAZE	2EA MARGARINE, WHIP	1/2C PEAS	ZEA MARGABINE WHID	1/40 FAVE/GIAZE
2EA MARGARINE. WHIP	3SL ENRICHED BREAD	2FA MARGARINE WHID	1/40 CAKE/CLAZE	1/40 CAKE/GLAZE	1/4 GELATIN	THE WARDENE WILLD
1/54 BROWNIE	ZEA MARGARINE, WHIP	10 SWEET TEA	10 SWEET TER	1 CERET TEN	THE PERSON OF THE	TO CHECK THE
	1 / 40 Days/Grant				אבר זשפער זכא	AL SMEET LEA
AL SESTIFF	1/40 CARE/GLAGE					
	1C SWEET TEA					
1EA SAND COOKIE	1EA SAND COOKIE	1EA SAND COOKIE	1EA SAND COOKIE	1EA SAND COOKIE	1EA SAND COOKTE	1EA SAND COOKTE
1C FRUIT DRINK	1C FRUIT DRINK		1C FRUIT DRINK		1C FRUIT DRINK	1C FRUIT DRINK
And the second s						

ALL ENTREES AND CASSEROLE ARE COOKED WI MEASUREMENT

ALL OTHERS ARE VOLUME MEASUREMENTS UNLESS OTHERWISE STATED

Exhibit A

SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

Jerry J. Esmond Juvenile Justice Center 6101 Attwater Avenue Texas City, Texas 77590

Scheduled Times of Food Service

	Beginning	Ending
Breakfast	0615	0800
Lunch	1100	1300

Exhibit B

PROGRAM MENU CYCLES

MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

Attach a sample 21-day cycle lunch menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

2016 - 2017 School Year

	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

MENU CYCLE FOR A LA CARTE PROGRAM

Attach a sample 21-day cycle a la Carte menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

2016 - 2017 School Year

1	2	3	4	5
				1
6	7	8		
	,	ď	9	10
11	12	13	14	15
			*	
16	17	18	19	00
		10	19	20
21				

MENU CYCLE FOR SCHOOL BREAKFAST PROGRAM

Attach a sample 21-day cycle breakfast menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

2016 - 2017 School Year

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

MENU CYCLE FOR AFTER SCHOOL CARE PROGRAM

Attach a sample 21-day cycle after school care menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

2016 - 2017 School Year

1	2	3	4	5
·				
6	7	3		
6	7	8	9	10
			,	
11	12	13	14	15
		15	14	13
16	17	18	19	20
21				

MENU CYCLE FOR SEAMLESS SUMMER OPTION OR SUMMER FOOD SERVICE PROGRAM

Attach a sample 21-day cycle SSO or SFSP menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year.

2016 - 2017 School Year

Campus Level: [Insert one: High School, Junior High/Middle School or Elementary School]

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit C

[SFA must choose either cost-reimbursable or fixed meal rate budget form, depending on which RFP SFA is issuing]

FOOD SERVICE BUDGET – COST-REIMBURSABLE [To be completed by SFA]

[If SFA does not have a school board approved Budget, please submit a draft]

SFA

School Year	2016 - 2017	
Revenues:		
Cash S	ales:	
	Student Breakfast Sales	
	Student Lunch Sales	
	Student Snack Sales	_
	Student a la carte Sales	-
	Adult Sales	
	Catering Sales	
	Interest Income	
	Concession Sales	***************************************
	Vended Meal Sales	
	Total Cash	
State a	nd Federal Reimbursement/Fund	ing
	NSLP	3
	SBP	**************************************
	ASCP	
	SSO	
	SFSP	
	State Matching Fund	
	Commodities Received	
	Other Funding	
	Tracel Date from	
	Total Reimbur	sements
Total Revenu	es: = All Cash Sales + All	
Reimbursemen	nts	

Exhibit C, Food Service Budget Continued

Expens				
	Gross Food Costs			
	Food Delivery Costs			-
	Commodities Used (Call TDA			
	Commodity Division for annua	.1		
	Usage amount for the SFA)			
	Commodity Delivery			
	Commodity Processing			
	Total Food Costs			
	Labor Costs (#FTE	/ PTE)		
	FSMC Salaried Employees:	,	FTE	PTE
	(Completed by the FSMC)		* * *	1112
	Summarize Here (Attach an ind	lividual a	categoria	ical breakdown for each FSMC salaried
	employee. For each shared FSM	IC empl	ovee SF	FA and FSMC must identify other SFAs with
	whom the employee is shared a	nd the sa	ilary and	d benefit allocations for FSMC employee.)
	Base Gross Salary	iid the bt	nary and	d benefit anocations for FSIVIC employee.)
	Educational Assistance			
	Incentive Payments			
	Bonus			
	Merit Increase			——————————————————————————————————————
	Retirement / IRA			
	401K, 403(b)(7)			16.00
	Fringe Benefits			
	Payroll Taxes			
	rayion raxes			
	FSMC Hourly Staff	FTE _	····	PTE
	Gross Salaries			
	Fringe Benefits			
	Payroll Taxes			
	- Dyron ranco			
	District Hourly Staff	FTE _		PTE
	Gross Salaries			
	Fringe Benefits			
	Payroll Taxes			Account the same and

Exhibit C, Food Service Budget Continued

Other Payroll Costs (FSMC)	
Worker's Comp.	
Other	
Other Payroll Costs (District)	
Worker's Comp.	
Other	
Total Labor Costs	
FSMC Fees	
Administrative Fees Cost	
Management Fee Costs	
Total Fees	
2001 2000	
FSMC Direct Costs - Subcategory Examples:	
Paper & Disposable Goods	
Replacements / Small wares	***************************************
Contracted Labor - Specify	
Auto Expenses	
Insurance Expense	
Telephone	
Office Supplies	
Postage	
Bank Deposit Services	
Uniforms & Laundry	
Other Delivery & Freight/Nonfood	
Advertising, Promotions & Menus	
Marketing/Franchise & Decor	
Equipment Repair	
Licenses	
Employee Travel	-
Security background check	
Miscellaneous - Specify	
Total FSMC Direct Costs	
SFA Direct Costs – Use same subcategory	
Examples as in FSMC Direct Costs	
Total SFA Direct Costs	-
Total Direct Costs	

Exhibit C, Food Service Budget Continued

FSMC Indirect Costs – Subcategory examples include: FSMC Charges
Technology Expense
a. Technology Allocated Charge
b. Other Technology Charge
Insurance Allocated Charge
(Worker's Comp. Excluded)
Other Allocated Charges
Franchise Charges
Trademark Charges
Other Indirect Cost Categories
Total FSMC Indirect Costs
Total Discounts, Rebates, Applicable Credits, allowances or incentives from FSMC Suppliers credited to SFA
Total Expenses = All Food Costs + All Labor Costs + All Fees + All Direct Costs + All Indirect Costs - Total Discounts, Rebates, Applicable Credits, allowances or incentives from FSMC Suppliers credited to SFA
Surplus / Subsidy = Total Revenues - Total Expenses
FSMC Guaranteed Return FSMC Guaranteed Break Even FSMC Guaranteed Subsidy
School District Employee Responsible for submission of this budget data:
Name:
Telephone:
FSMC Employee responsible for submission for this budget data:
Name:
Tolonhouse
Telephone:

Exhibit C, Food Service Budget Continued FOOD SERVICE BUDGET-FIXED-MEAL RATE

[To be completed by SFA]

[If SFA does not have a school board approved Budget, please submit a draft]

SFA

School Year	2016 - 2017		
Revenues:			
Cash Sales:			
	Student Breakfast Sales	N <u>A</u>	
	Student Lunch Sales	NA	
	Student Snack Sales	NA	
	Student a la carte Sales	<u>NA</u>	
	Adult Sales	NA	_
	Catering Sales	NA	
	Interest Income	NA	
	Concession Sales	NA	
	Vended Meal Sales	NA	_
	Vending Machine Sales	<u>NA</u>	
	Total Cash		-0-
State and Federal Reimbursement/Funding			
	NSLP	38001.26	
	SBP	23358.23	
	ASCP	0	
•	SSO	0	
	SFSP	0	
	State Matching Fund	0	
	Commodities Received	4921.09	
	Other Funding	0	
Total Reimbursements			66280.58
Total Revenues: = All Cash Sales + All			
Reimburseme			<u>66280.58</u>

Exhibit C, Food Service Budget Continued

Expenses:		
	Breakfast Meal Rate Fee	<u>37,126.5496</u>
Reimbursable I	38,394.0036	
Expenses not fu		
Adult Breakfas Adult Lunch	t	<u>3,687.1464</u>
Adult Lunch All Dinners		6,574.2516
Snacks		40,268,7464 14,733.6288
	Total Expenses	140,734.3204
Commodities		·
Commodities U	Jsed (SFA may	
call TDA for an	nount	<u>4921.09</u>
	vision for annual	****
Usage amount i	for the SFA)	
Commodity De	<u>4921.09</u>	
Commodity Pro		
Surplus / Subsidy =		
Total Revenues 66280.58 – 140	s – Total Expenses 9,734.32	<u>74,453.74</u>
FSMC Guaranteed Re	eturn	NA
FSMC Guaranteed Br	eak Even	NA
FSMC Guaranteed Subsidy		NA
SFA Employee respon	sible for submission of th	is budget data:
Name:	David Terrell	
Telephone:	(409)770-5929	
FSMC Employee resp	onsible for submission for	r this budget data:
Name:		
Telephone:		

Exhibit D

LIST OF CHARTS AND OTHER ATTACHMENTS

[SFA shall provide to all vendors with RFP/Contract.]

Chart 1:Enrollment Chart (By Campus)

Chart 2:Designation of Program Expenses

DESIGNATION OF PROGRAM EXPENSES

The SFA has deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A*
FOOD:	X	3111	IVA
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment of Invoices	X		
LABOR:	X		
FSMC EMPLOYEES:	X		
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
SFA EMPLOYEES:	X		-
Salaries/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		<u> </u>

^{*}Not Applicable

The items listed below with two asterisks (**) are Direct Cost items that may or may not apply to the SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to its operation or designate them as not applicable.

DESCRIPTION	FSMC	SFA	N/A*
OTHER EXPENSES:			
**Paper/Disposable Supplies/Styrofoam	X		
Food			
Cleaning/Janitorial Supplies	X		
**Tickets/Tokens			X
China/Silverware/Glassware:	X		
Initial Inventory	X		
Replacement during Operation		X	
Telephone:		X	
Local		X	
Long Distance		X	
Uniforms	X		
**Linens	X		
Laundry		X	
Trash Removal:	X		
From Kitchen	X		
From Dining Area	X		
From Premises		X	
Pest Control		X	
Equipment Replacement:		X	
Nonexpendable		X	
Expendable		X	
Equipment Repair		$\frac{X}{X}$	
**Car/Truck Rental (Include		- A	X
Explanation in RFP)			Λ
**Vehicle Maintenance			X
**Courier Service (i.e., Bank Deposits,			X
School Deliveries)			^
**Storage Costs:			X
Food			X
Supplies			X
**Office Supplies	X		Λ
**Printing	X		
**Promotional Materials	A		37
**Cellular Phones (See optional			X
requirements to be included)			X
(Applicable to cost reimbursable			
contract only - See J(11))			
contract only - See J(11))			

**Mileage (See optional requirements to	X
be included) (Applicable to cost	A
reimbursable contract only - See J(12))	
**Lodging (See optional requirements	X
to be included) (Applicable to cost	
reimbursable contract only - See J(12))	
**Per Diem (See optional requirements	X
to be included) (Applicable to cost	
reimbursable contract only - See J(12)	
**Taxes	X
Sales	X
Other	X
**License Fees	X
Other (Add other expenses charged to	X
food service. Overhead expenses	
incurred by FSMC cannot be included)	

Cleaning responsibilities are listed below:

Cleaning responsibilities are listed below:			
Food Preparation Areas (Include	X		
Equipment)		·	
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors	X		
Periodic Waxing and Buffing of	X		
Dining Room Floors			
Restrooms for Food Service		X	
Employees			
Grease Traps		X	
Daily Routine Cleaning of Dining Room	X		
Tables and Chairs			
Thorough Cleaning of Dining Room	X		
Tables and Chairs			
Cafeteria Walls	X		
Kitchen Walls	X		
Light Fixtures	X		
Windows	X		
Window Coverings	X		

Hoods	X	X	
Grease Filters		X	
Duct Work		X	
Exhaust Fans		X	
Other: (List Below)			

^{*}Not Applicable

Chart 3:Projected Enrollment Chart (By Campus) – Projected new campuses and dates of anticipated opening must be included

Chart 4:Staffing Chart (Identifying whether each position is SFA or FSMC personnel):

- A Cafeteria Staffing (Elementary)
- B Cafeteria Staffing (Secondary)

Chart 5:Participation Data for free, reduced-price and paid meals Chart

Chart 6: Chart stating Campus Serving Times

Chart 7: Chart stating Meal Prices and Costs per Meal

Chart 8: Chart/copies of Reimbursement Claims for Current and Prior School Years

Chart 9:Chart identifying: (1) each FSMC position that will be shared with other SFAs; (2) the SFAs with whom FSMC employee will be shared; and (3) the percentage of time FSMC employee will work at each SFA.

Chart 10:

School Calendar for 2016 - 2017. If SFA does not have an approved school calendar, please submit projected school calendar with RFP.

Exhibit E

FOOD SPECIFICATIONS

All Food Specifications must meet requirements of the United States Department of Agriculture ("USDA") Food Buying Guide ("FBG"), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA's Administrative Reference Manual ("ARM")

 All USDA-donated commodities offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from whole-grain or whole-grain rice flour/meal.
 All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per
 serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack
 code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - o Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - o Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - o For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.

Exhibit E Continued

All fresh fruits must be ripe and in good condition when delivered and must be ready for
consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second
quality level. Fruits should have characteristic color and good flavor and be well-shaped and free
from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle
menu requirements.

- All fresh vegetables must be ripe and in good condition when delivered and must be ready for
 consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second
 quality level. Vegetables should have characteristic color and good flavor and be well-shaped and
 free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the
 attached 21-day cycle menu requirements.
- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

Exhibit F

METHODOLOGY FOR ALLOCATED COSTS

[Provide Methodology for Allocated Costs-Applies To Cost Reimbursable Contracts Only]

[Note: Allocated costs may not be included in the general and administrative expense fee.]

Exhibit G

SCHEDULE OF APPLICABLE LAWS

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- FSMC shall comply with the Lobbying Certification, Exhibit L, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K.

Exhibit H

SCHEDULE OF FSMC EMPLOYEES

SFA must state <u>in detail</u> minimum qualifications for each FSMC position
[To be completed by SFA]

Knowledge, Skill, and Abilities

Ability to communicate fluently, both written and oral, in English.

Overall knowledge of skills required to cook meals, prepare menu's, take inventory, etc. Have the capacity and willingness to accept responsibility.

Interpersonal skill to work effectively with others and elicit work output.

Ability to work independently.

Minimum Qualifications

High School Graduate or the equivalent of a G.E.D. and at least two (2) years of experience in food preparation (i.e., institutional setting, school district, hospital, etc.). Also, must be able to read and write, satisfactorily.

Exhibit I

SCHEDULE OF TERMS FOR FSMC GUARANTY

Exhibit J

ANTI-COLLUSION AFFIDAVIT

STATE OF)	
COUNTY OF)	
by the bidder to sub collusion among bion refrain from bidding contract, or any oth value for special co	omit the attached bid dders in restraint of g; or with any state of er terms of said pro- nsideration in the le to pay, give or donar	age, being first sworn on oath say, that he/she is the agent authorized d. Affiant further states that the bidder has not been a party to any freedom of competition by agreement to bid at a fixed price or to official of employees to quantity, quality, or price in the prospective espective official concerning exchange of money or other thing of etting of contract; that the bidder/contractor had not paid, given or ate to any officer or employee either directly or indirectly in the resuant to this bid.
		Signed
Subscribed and swe	orn before me this _	day of, 20
Notary Public (or C	Clerk or Judge)	
My commission ex	pires	

Exhibit K

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Jerry J. Esmond Juvenile Justice Center Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Jerry J. Esmond Juvenile Justice Center Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

ABL Management, Inc.	
11224 Boardwalk, Suite B 1-5	
Baton Rouge, LA 70816	
Name/Address of Organization	
Mr. John D. Appleton, President and CEO	
Name/Title of Submitting Official	
X Why to 6/7	7/16
Signature	Date

Exhibit L

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action: a. contractb. grantc. cooperative agreementd. loane. loan guarantee _f. loan insurance	a. b b. ii	Federal Action: id/offer/application nitial award ost-award	3. Report Type: a. initial offeringb. material change For Material Change Only: YearQuarter Date of last report	
4. Name and Address of Report Entity: PrimeSub-awarde Tier, if known:	-	5. If Reporting Entity in N & Address Of Prime:	o. 4 is Sub-awardee, Enter Name	
Congressional District, if known:		Congressional District, if h	Congressional District, if known:	
6. Federal Department/Agend	cy:	7. Federal Program Name/ CFDA Number, if applica	•	
8. Federal Action Number, ij	fknown:	9. Award Amount, if know	vn:	

10. a. Name and Address of Lobbying	b. Individuals Performing Services
Entity (If individual, last name, first name, MI):	(Incl. Address if different from No. 10a) (last name, first name, MI):
(Attach continuation sheet(s) if necessary)	
11. Amount of Payment (check all that apply): \$Actual Planned 12. Form of Payment (check all that apply): a. cashb. in-kind; specify:	13. Type of Payment (check all that apply): a. retainerb. one-time feec. commissiond. contingent feee. deferredf. other; specify:
officer(s), employee(s), or member(s)	ned or to be Performed and Date(s) of Service, including contacted for Payment Indicated in Item 11: ontinuation sheet(s) if necessary)
	Yes No

16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Print Name: Mr. John D. Appleton Title: President and CEO Telephone No: (800) 375-1293 Date: 6/7/16
Federal Use Only: Local Reproduction of:	Authorized for Standard Form
- LLL	Standard Point

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
- 2. Identify the status of the covered Federal Action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

- 9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit M

PURCHASE DISCOUNTS, REBATES AND VALUE OF USDA GOODS

The undersigned certifies, to the best of his or her knowledge and belief that:

(School District) (hereinafter SFA) has and will undertake all necessary oversight and monitoring measures to assure that the school district receive the full value of purchase discounts, rebates, credits and value of USDA foods. These measures shall include but are not limited to:

All *cost reimbursable* contracts must contain the following provisions, pursuant to 7 CFR Part 210.21 (f)(1)(i), (iv), (v), (vi):

- The mandatory return of all credits, discounts and rebates to the SFA's nonprofit food service account;
- The frequency and method Food Service Management Company's (hereinafter FSMC) will use for reporting credits, discounts and rebates on invoices and billing statements, (i.e. monthly, quarterly, annually);
- All credits, discounts and rebates must be clearly identified on billing statements and invoices submitted by FSMCs to the SFA;
- All records of credits, discounts and rebates must be maintained by FSMCs, and made available to SFAs and State agencies upon request; and
- The reporting of credits, discounts and rebates by FSMCs is required no less frequently than annually.

Upon execution of this contract, SFA must strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:

- Identify the person within the SFA that will be responsible for oversight;
- Designate the position that will monitor the credits, discounts and rebates;
- Examine the invoices and other documentation provided by the FSMC as agreed to in the contract;
- Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
- · Calculate the average credit-purchase proportion received, or as applicable discount or rebate; and
- Examine products to ensure that to the maximum extent practicable, domestic commodities are purchased. Visit storage facilities to observe the origin of purchased food printed on food labels and case units.

Exhibit M (Continued)

In the event of discrepancies during monitoring activities, follow up with FSMC to resolve the issues, and if necessary, request additional documentation from the FSMC to substantiate discrepancies. Potential discrepancies to consider may include:

- Frequency of reporting that does agree with contract provision;
- Labels identifying countries other than the U.S; and
- Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both <i>fixed price</i> and <i>cost-reimbursable</i> contracts, SFA shall ensure that FSMC has credited it for value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))			

Exhibit K

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Jerry J. Esmond Juvenile Justice Center Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Jerry J. Esmond Juvenile Justice Center Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

ABL Management, Inc.	
11224 Boardwalk, Suite B 1-5	
Baton Rouge, LA 70816	
Name/Address of Organization	
Mr. John D. Appleton, President and CEO	
Name/Title of Submitting Official	
SCI May to 6/7	/16
Signature	Date

	CERTIFICATE OF INTERES	STED PAR	TIES		FOR	м 1295
						1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested portion Complete Nos. 1, 2, 3, 5, and 6 if there are no interested portion.			CE	OFFICE USI	
1	Name of business entity filing form, and the city of business. ABL Management, Inc.	y, state and coun	try of the business entity's pla	ce Cert	ificate Number: 3-89594	
2	Baton Rouge , LA United States Name of governmental entity or state agency the	nat is a party to th	e contract for which the form		Filed: 5/2016	
	being filed. Galveston County				Acknowledged:	
3	Provide the identification number used by the g description of the services, goods, or other pro RFP #B162009 Food Service for Juvenile Justice	governmental enti operty to be provid	ity or state agency to track or ided under the contract.	dentify the c	ontract, and pro	vide a
4					Nature o	f interest
	Name of Interested Party		City, State, Country (place o	f business)		oplicable)
					Controlling	Intermediary
5	Check only if there is NO Interested Party.	[\tau]		······································		
6	AFFIDAVIT	X				
		I swear, or	affirm, under penalty of perjury, the state of authorized agent			e and correct.
	AFFIX NOTARY STAMP / SEAL ABOVE		Mr. John D. Ap pleto n	, Preside	nt and CEC)
	Sworn to and subscribed before me, by the said		Appleton , this t	he <u>25th</u>	day of J I	uly,
	STATE OF LOUISIANA	PARISH OF	EAST BATON ROU	GE		
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NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Mr. John D. Appleton, President and CEO, (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the President and CEO of ABL Management, Inc., that submitted the attached Bid/Proposal in RFP #B162009
 Food Service for Juvenile Justice
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

Mr. John D. Appleton, President and CEO

SWORN TO and SUBSCRIBED before me this 18th day of July, 2016.

Notary Public - Rosie Ledell Chaney #8998

My Commission Expires: on death



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B162009	
Solicitation Title: Food Service for Juvenile	Justice
Contractor hereby CERTIFIES that:	
proposed for suspension, or declared ineligit	resently debarred, suspended, proposed for debarment, ole under Executive Order 12549 or Executive Order ot in any other way ineligible for participation in
for debarment, proposed for suspension, or on Executive Order 12689, Debarment and Susway ineligible for participation in Federal or	t and have not been debarred, suspended, proposed declared ineligible under Executive Order 12549 or pension, and were not and have not been in any other. State assistance programs at the time its' proposal herein and at any time since submission of its'
	to include, this certification in all contracts between with services performed under this contract; and
	writing immediately, through written notification to Contractor is not in compliance with Executive Order act with Galveston County.
Contractor Represents and Warrants that the indiv Certification on its behalf has the full power and aut hereto.	
ABL Management, Inc.	July 18, 2016
Name of Business	Date
By: 1 hart	Mr. John D. Appleton, President and CEO
Signature – Mr. John D. Appleton	Printed Name & Title

County of Galveston Bid Tab Report

Bid Header Bid Number: B162009

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Item #	Product Code	Description	Qty	Units	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	95844	Breakfast	1	EA	3.70	3.70	4.10	4.10	3.89	3.89
0002	95844	Lunch	1	EA	3.70	3.70	4.10	4.10	3.89	3.89
0003	95844	Snack	1	EA	0.75	0.75	2.00	2.00	1.54	1.54
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Jul 27, 2016 1 2:24:36 PM

Galveston County - Purchasing Department Proposal Tabulation Worksheet

RFP #B162009 - Food Services For Galveston County - Juvenile Justice Center - Opened Thursday, June 9; 2:00 P.M.

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David Terrell

Galveston County - Purchasing Department Proposal Tabulation Worksheet

Glen Watson

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The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 20 points possible. Therefore the proposal cost proposal will receive 20 points.

Instructions: Enter Base dollars proposed in lines L15, L18, L21, L24, etc. Enter lowest proposed dollar in L13. This apportions the points awarded for low dollar bid base upon a percentage of the lowest cost.

Row 7 represents the predetermined rating scale for the project. This has to be approved by Galveston County prior to the Bid/Proposal date and possibly acted upon by Commissioners' Court. An Example: if price is 25% of what is important then enter 25 in cell L7, etc. Once again these values should be predetermined and published.

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Galveston County - Purchasing Department Proposal Tabulation Worksheet

RFP #B162009 - Food Services For Galveston County - Juvenile Justice Center - Opened Thursday, June 9; 2:00 P.M.

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David Terrell

Galveston County - Purchasing Department Proposal Tabulation Worksheet

RFP #B162009 - Food Services For Galveston County - Juvenile Justice Center - Opened Thursday, June 9; 2:00 P.M.

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Galveston County - Purchasing Department Proposal Tabulation Worksheet

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Enter Base dollars proposed in lines L15, L18, L21, L24, etc. Enter lowest proposed dollar in L13. This apportions the points awarded for low dollar bid base upon a percentage of the lowest cost. Enter a value in cells L15 through T15 as a portion of the values in M7 through T7. We recommend that everyone use the same language for evaluation and agree to it before evaluations begin.

Galveston County - Purchasing Department Proposal Tabulation Worksheet



RFP #B162009 - Food Services For Galveston County - Juvenile Justice Center - Opened Thursday, June 9; 2:00 P.M.

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David Terrell

Evaluator signature (s):

Galveston County - Purchasing Department Proposal Tabulation Worksheet

Brent Norris

Glen Watson

Dink Watson

Ronald Alford

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 20 points possible. Therefore the proposal cost proposal will receive 20 points.

Instructions: Enter Base dollars proposed in lines L15, L18, L21, L24, etc. Enter lowest proposed dollar in L13. This apportions the points awarded for low dollar bid base upon a percentage of the lowest cost.

Row 7 represents the predetermined rating scale for the project. This has to be approved by Galveston County prior to the Bid/Proposal date and possibly acted upon by Commissioners' Court. An Example: if price is 25% of what is important then enter 25 in cell L7, etc. Once again these values should be predetermined and published.

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Galveston County - Purchasing Department Proposal Tabulation Worksheet

RFP #B162009 - Food Services For Galveston County - Juvenile Justice Center - Opened Thursday, June 9; 2:00 P.M.

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Galveston County - Purchasing Department Proposal Tabulation Worksheet

David Terrell

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AGENDA ITEM #32.a.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPBASST. PURCHASING AGENT

July 15, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

RE: Request to Issue Formal Solicitation
CDBG Round 2-Real Property Sales-August 2016

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue a formal solicitation to request competitive sealed bids for CDBG Round 2-Real Property Sales-August 2016, for the following property:

• 1304 3rd Ave S, Texas City

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Dickey, Tammy

From:

Gentile, James

Sent:

Friday, July 15, 2016 10:29 AM

To:

Dickey, Tammy

Cc:

Daily, Charissa; Sarvis, Crystal

Subject:

Sealed Bid Sale

Good morning Tammy, I believe this is our last IBD property to sell.

1304 3rd. Ave. S. Texas City \$1,850.00

Lot Eight (8), in Block Forty-Seven (47), of KOHFELDT'S FIRST ADE CITY, a subdivision in Galveston County, Texas, according to the mas recorded in Volume 247, Page 16, later transferred to Plat Record 47, of the Map Records in the Office of the County Clerk of Galveston

Thank you, Jim

James Gentile
Galveston County Housing & Economic Development
722 Moody St. Ave. 6th Fl.
Galveston, TX. 77550
Office 409-770-5369
Fax – 409-766-2538
james.gentile@co.galveston.tx.us



AGENDA ITEM #32.b.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB PURCHASING AGENT COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

July 26, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

RE: Request to Issue Formal Solicitation
Construction-Bolivar Peninsula Beach and Dune Restoration

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue a formal solicitation to request competitive sealed bids for Construction-Bolivar Peninsula Beach and Dune Restoration services submitted by the Engineer's Department.

This project is 100% grant funded.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Dickey, Tammy

From: John Lee Jr. <jlee@coastalsg.net>
Sent: Tuesday, July 26, 2016 8:10 AM

To: Shannon, Michael; Crowder, Rufus; 'Perry, Cameron'

Cc: Dickey, Tammy

Subject: RE: Bolivar Beach-Dune Bidding Coordination

Rufus-

Not sure if it is necessary or if it needs to be mentioned at this point, but it also may not hurt to mention the project is 100% grant funded.

John

John Lee Jr. Managing Director

Coastal Strategies Group, LLC A Strategic Approach For Success

Email: jlee@coastalsg.net Phone: 409.354.1107 Address: P.O. Box 404

High Island, Texas 77623

Please consider the environment before printing

This message is intended only for the use of the individual to whom it is addressed and contains information that is privileged, confidential and exempt from disclosure under applicable law.

----- Original message -----

From: "Shannon, Michael" < Michael. Shannon@co.galveston.tx.us>

Date: 7/25/16 2:20 PM (GMT-06:00)

To: "John Lee Jr." <jlee@coastalsg.net>, "Crowder, Rufus" <Rufus.Crowder@co.galveston.tx.us>, "'Perry,

Cameron'" <cameron.perry@hdrinc.com>

Cc: "Dickey, Tammy" < Tammy. Dickey@co.galveston.tx.us> Subject: RE: Bolivar Beach-Dune Bidding Coordination

Rufus,

Please request Commissioners' Court approval to solicit bids for the Construction of Bolivar Peninsula Beach and Dune Restoration. A draft invitation to bid is attached.

Thanks,

Michael

AGENDA ITEM #33.a.



THE COUNTY OF GALVESTON

GWEN MCLAREN, CPPB

ASST. PURCHASING AGENT

RUFUS CROWDER, CPPO, CPPB PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)

Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

July 21, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: RFP #B162004A, Veteran's Sports Complex in Jack Brooks Park

Contract #CM16183

Gentlemen,

On June 23, 2016, proposals were opened for RFP #B162004A, Veteran's Sports Complex in Jack Brooks Park. There were no proposals received for this solicitation.

It is requested that this proposal process be cancelled and a re-solicitation process be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

AGENDA ITEM #34.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

July 26, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

RE: RFQ #B132005, Auditing and Related Services

Contract #CM13122

Gentlemen,

The contract associated with RFQ #B132005, Auditing and Related Services, is scheduled for its final extension period on August 1, 2016. The contracted firm is Whitley Penn, LLP.

It has been requested that the extension period not be exercised per the agreement terms and authorization be granted to issue a new solicitation for qualification statements for these services.

Your consideration in this matter will be greatly appreciated.

Sineerely,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent Galveston County

Dickey, Tammy

From:

Delac, David

Sent:

Friday, July 22, 2016 5:02 PM

To:

Crowder, Rufus

Cc: Subject: Dickey, Tammy RFQ for Accounting/Auditing Services

Importance:

High

Rufus:

Please place on the agenda a request for an RFQ for Accounting /Auditing Services for Galveston County.

David

David M. Delac

CFO

Galveston County, Texas

David.Delac@co.galveston.tx.us

Direct: 409.770.5398 Cell: 409.692.4491



Texas City Office 500 Gulf Freeway Suite 226 Texas City, Texas 77591 409 948 4406 Main

whilleypenn.com

July 3, 2015

To the Honorable Mark Henry, County Judge and Members of the Commissioners Court Galveston County, Texas

We are pleased to confirm our understanding of the services we are to provide Galveston County, Texas (the "County") for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Schedules
- Required Supplementary Pension Information
- 4) Schedule of Funding Progress OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements].

- 1) Schedule of expenditures of Federal and State awards.
- 2) Combined, Combining, and Individual Fund Statements and Schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- Statistical Section.



Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and State of Texas Uniform Grant Management Standards Chapter IV, Texas State Single Audit Circular ("UGMS").

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, and UGMS and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and UGMS and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Commissioners' Court of Galveston County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that

do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133 and UGMS, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and UGMS.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 and UGMS.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 and UGMS requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and UGMS for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and UGMS.

Other Services

We will also assist in preparing the financial statements, and related notes of the County in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133 and UGMS, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133 and UGMS. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133 and UGMS; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133 and UGMS; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or

interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Whitley Penn and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the funding agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2015 and to issue our reports no later than March 31, 2016. Tom Pedersen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$99,700. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. This fee was determined using the attached Cost Reduction Analysis schedule dated June 3, 2013. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We would like to make the following comments regarding fee estimates:

- Our base fee estimate includes testing three major federal programs and one major state program. Our fee for testing any additional major programs will not exceed \$5,800 for each major program required to be tested.
- The County's personnel are responsible for the preparation of the items in the "PBC listing" and received
 by the date requested. Any delays caused by not preparing the items when requested may result in
 additional fees, as well as the possibility of postponing our fieldwork. The "PBC listing" will be provided to
 you during the planning process of the engagement.
- Our fee estimates have not considered the effects of any changes to auditing standards and accounting
 principles, which may promulgated by the AICPA, Congress or any other regulatory body in the future and
 are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we
 will endeavor to notify you of any such circumstances as they are assessed.
- Time incurred for audit adjustments identified during our audit and the related additional testing required
 has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you
 of the expectations and obtain approval for any additional fees which may be incurred.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report and letter of comment accompanies this letter.

Whitley FERN LLP

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Whitley Penn, LLP

RESPONSE:

This letter correctly sets forth the understanding of Galveston County, Texas.

Management signature:

Title:

Mark Henry, County Judge

Date: 3/15/16



SYSTEM REVIEW REPORT

June 28, 2012

To the Partners of Whitley Penn LLP, and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to non-SEC issuers in effect for the year ended April 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary

As required by the standards, engagements selected for review Included engagements performed under the Government Auditing Standards and audits of employee benefit plans

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to non-SEC issuers in effect for the year ended April 30 2012, has been suitably designed and compiled with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Whitley Penn LLP has received a peer review rating of pass.

Oben Thieles + Co., Ltd.

Olsen Thielen & Co., Ltd.

County of Galveston Cost Reduction Analysis June 3, 2013

Original Proposed Co. 1 . 1	Fee	Option	Fee	Balance
Original Proposed fee including out-of-pocket expenses	\$	115,000	\$	115,000
Less: Change base fee to include only three major federal programs and one major state program.				
Cost Reduction Strategies:		(5,800)	S	109,200
Assistance from County Auditor's Office (Test of controls 24 hours) Additional savings to be achieved by scheduling the audit so that the final trial balance and schedule of expenditures of federal and state awards are received by the end of the		(3,000)		106,200
first week of fieldwork. Additional reduction (4 percent)		(2,250) (4,250)		103,950 99,700
Reduced Base Fee			\$	99,700
Additional fee for each major program required to be tested in excess of the four major programs included as part of the base fee		_	s	5,800

Fiscal Year	B	ase Fee
August 31, 2013	\$	99,700
August 31, 2014	\$	102,200
August 31, 2015	S	104,800
August 31, 2016	S	107,900

SPECIAL PROVISIONS AUDITING AND RELATED SERVICES GALVESTON COUNTY, TEXAS

Conduct the Audit of Galveston County and Possibly of Related Funds/Entities, and Provide Related Services for the Fiscal Years Ending 09/30/2013 Through 09/30/2016

SCOPE

Galveston County is seeking a professional firm with the experience, capabilities, credentials and qualified available staff to perform the annual audits of the financial statements of Galveston County and related entities starting with the fiscal year ending September 30, 2013. These audits are to be conducted in accordance with generally accepted auditing standards and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. These standards require that the accounting firm plan and perform the audit to obtain reasonable assurance about whether the respective financial statements are free of material misstatement.

The audit of Galveston County includes the audit of Galveston County and the related, OMB-mandated "Single Audit." In addition, the county further requests that the firm provide Community Development Block Grant (CDBG) accounting and audit services to the Galveston County Department of Housing in order to meet oversight responsibility as required by Texas Department of Housing and Community Affairs (TDHCA) and Housing and Urban Development (HUD).

The County's Comprehensive Annual Financial Report (CAFR) should be referred to for a complete understanding of the size and scope of these audits. The most recent CAFR is available at the County Auditor's website at www.co.Galveston.tx.us. Please refer to the Notes to the Financial Statements in the CAFR for a complete description of the organizations and funds included in the audits.

The firm may be asked to provide audit service work on a one-time project specific basis by the Director of Finance which will be itemized separately from the regular annual audit. Finally, the firm may be asked to provide assistance to the Auditor's office in complying with GASB 34, 45 and other statements.

As of the 2010 Census, Galveston County had a population of 291,309 making it the 17th most populous county in Texas. The County provides a vast array of services which include public safety, administration of justice, health and human services, culture and recreational services, public improvements, and general administration.

One highly qualified audit firm will be selected for the audit of Galveston County. Audits of the Galveston County, County Clerk Registry Fund, the Galveston County District Clerk Registry Fund, the Galveston County Health District discretely presented component unit, and possibly other funds/related entities may be awarded to the same firm or may be awarded to separate accounting firms. Currently, the Galveston County audit is done by one firm and the registry funds and Health District audits by different firms.

Firms interested in performing these audits should provide information about their firm, their audit practice, personnel who will conduct the audit and examples of relevant experience with audits of a similar size and scope to Galveston County. A fee schedule must be provided as an appendix to the Questionnaire response.

SPECIAL PROVISIONS AUDITING AND RELATED SERVICES GALVESTON COUNTY, TEXAS

SPECIAL REQUIREMENTS/INSTRUCTIONS

Under the Request for Qualification process, sealed qualifications will be received and opened in the Office of the Galveston County Purchasing Agent located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas, 77550. After an award is made and an agreement is executed, qualifications are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such information shall accompany the qualification, be readily separable from the qualification, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Galveston County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

QUESTIONS

Vendors shall not contact any Galveston County personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission from the Office of the Galveston County Purchasing Agent. The Galveston County Purchasing Agent may disqualify any vendor who has made site visits, contacted personnel, or distributed any literature without authorization from this office. Galveston County may initiate discussions with vendors. Discussions may not be initiated by vendors. Galveston County expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer.

Vendors are encouraged to review this entire Request for Qualification upon receipt. Questions relating to the RFQ must be submitted in writing and directed to Rufus Crowder, CPPO, CPPB at rufus.crowder@co.galveston.tx.us (preferred method) by **Friday**, **February 15**, **2013 at 5:00 p.m.** All questions submitted in writing prior to the deadline will be compiled and the answers forwarded in writing to all firms.

EVALUATION

An evaluation committee comprised of Galveston County staff will review and evaluate the Statements of Qualifications and will select the most highly qualified provider of the services requested on the basis of demonstrated competence and qualifications. Selected vendors may be expected to make a presentation to, or interview with, the evaluation committee.

The following will be considered in evaluating the qualification:

- a. Firm's Background and Experience -Accounting Firm The size and scope of the Firm's overall audit practice. Description of national and local experience with state, county or municipal audits. Description of the most significant audit clients located in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census.
- b. Key Project Personnel Number of Audit Partners, Managers and Staff in offices located in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census along with description of this personnel's experience with state and local government audits. Description of the local area personnel's experience with large audit clients of a similar size and scope to Galveston County.

SPECIAL PROVISIONS AUDITING AND RELATED SERVICES GALVESTON COUNTY, TEXAS

c. Financial Information – Total audit fees generated during the most recent fiscal year both at the total firm basis and earned by offices in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census.

Any submitted qualifications shall remain valid for six (6) months after the RFQ due date or until Galveston County executes a contract, whichever is sooner. Galveston County may, in the event the selected firm fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, enter into discussions with the next most qualified firm(s).

QUESTIONNAIRE

To be considered, prospective firms must submit a complete response as required by the Request for Qualification. Firms must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the following components of this RFQ:

A. Firm's Background and Experience

- 1. Describe your firm's organizational structure.
- 2. How many years has your firm been in business under its present name?
- 3. Indicate all other names by which your firm has been known and length of time known by each name.
- 4. Indicate the number of years of experience your firm has conducting audits of large government entities similar to Galveston County.
- 5. Include the address of your firm's website, if applicable.
- 6. Describe your firm's general approach to auditing.
- 7. List your firm's current or recent audit clients that are state or local government entities.
- 8. List your firm's five largest audits of state or local governments.
- 9. List your firm's current or recent audit clients in Texas that are state or local government entities.
- 10. List your firm's five largest audit clients located in Galveston County, where the audit is substantially performed in Galveston County.
- 11. Please provide any other background that you feel is pertinent to the auditing needs expressed by the County of Galveston.
- 12. List of all office locations in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census
- B. **Key Project Personnel -** Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:
 - 1. Professional resumes for key personnel and their responsibilities for the duration of the contract.
 - 2. Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.
- C. **Financial Information** Provide financial information to help demonstrate the size and scope of the audit practice and independence of the firm including:
 - 1. Total audit fees firm-wide.

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2. Total audit fees generated in the Texas and Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census

SPECIAL PROVISIONS AUDITING AND RELATED SERVICES GALVESTON COUNTY, TEXAS

3. Total audit fees related to local government audits firm-wide and locally.

D. Estimated Fees/Cost

1. The response should include an estimate of the total cost of the annual audit services (including the annual single audit). The estimated total cost will be the maximum fee paid under the contract for annual audit services. The following details should be included in the estimate of the total cost of annual audit services:

<u>Description</u> Partner	Number of Hours	Hourly Rate	Estimated Cost
Manager			
Sr. Auditor			
Staff Auditor			
Support Staff			
Itemized List of			
additional costs			

2. The hourly rate in the schedule above will also be the fee for special audit assignments other than the annual audit services.

3. Manner of Payment:

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's qualification. Billings shall cover a period of one complete calendar month and each invoice should include the total annual estimated costs, the total billed for that year to date, and a detailed delineation of the services billed in the current month to include the following:

<u>Description</u>	Contr	act Estimated Hours	Revised Estima	ated Total Hours
Hours Billed to 1	<u>Date</u>	Current Hours Billed	Hourly Rate	Billed Amount
Partner				
Manager				
Sr. Auditor				
Staff Auditor				
Support Staff				
Itemized List of	additio	nal costs		

SAMPLE AGREEMENT

All proposers are required to include a Sample Agreement with their qualification submittal. The sample agreement will be reviewed by Galveston County Legal and the terms will be negotiated with the successful proposer.

AGENDA ITEM #35.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be C	Completed By Dep	artment			
1. Date of Request: 7/29/2016		2. Contract Type:	Expense	Revenue	Other		Contract:
4. Department Name: Inform	ation Technology			5. Department Contact: Winson James			
6. Description:			Diamonte Writer Hardware mainte	nance with Stenogra	aph LLC		
7. IFAS PEID No:	404845	8. IFAS Req No:		9. Orgkey:	1101-159100	10. Object Code:	5423000
11. Vendor:		Stenograph, LLC		12. Vendor Contra	ct No:		
13. Beguested Legal Review: Yes No (Explain if No)				- <u></u>			
		Expendit	ure Budget / Revenue Pr	ojections			
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance & Repairs of Equipment	1101	\$ 358,625.00	2047				
22. Totals:		\$ 358,625.00	2047	*	(2)	(*)	
	То	Be Comple	ted By Purchasin	g Departn	ient		
Contract Start Date: 7//	8/16	Auto	Renewal Contract: Yes / No	Bid No:	NIA		
Contract End Date: 7//-	7/17	Contract # Issued By	Purchasing: CM 16239	Form 1295 Certific	ate#: 2016-	883	29

	Approved By:	Signature	Date
Department Healt.	Sonny 1	ames 7/29/	2016
Purchasing Agent:	Gran a W	Laney CAPB 7/29/20	16
County Legal:	Bay c. h	Illey 29 July 201	6
	Contract Listed in	Budget Documentation: YES NO	
County Budget Office	:	2005	
	Budget Available and	Funds are/will be Available: YES NO	
County County Audito	or:		

July 12,2016

Galveston County Auditor's Off PO Box 1418 LaNeisha Kelly GALVESTON, TX 77553

Dear Stenograph Customer;

The service coverage on your Stenograph writer is about to expire. By continuing to protect your machine with a Writer Protection Plan, you are also protecting your livelihood and your source of income. Ensure you are protected for as little as a dollar a day.

There is 1 **Protection Plan** option available. Details of the plan are attached. To complete your renewal **please multiply by the number of writers to be covered and fill in the total amount in the space provided**. Kindly tear off the bottom half of the sheet and mail it back to us in the enclosed envelope. For additional information, please call **1-800-228-2339**.

MACHINE TYPE	BASIC NO LOANER
DIAMANTE	\$321.00
Tax at this address	\$0.00
Total	\$321.00

Customer No.: 28175	E-mail:			
Name Galveston County A	Auditor's Off			
Contract No. MQ081552		Agreeme	nt Dates :	07/18/16 -
Number of Writers Covered	l:	11		
	al Number:	Type of W	/riter:	Serial Number:
DIAMANTE	Z01677	DIAMANT	E	Z01875
DIAMANTE	Z01890	DIAMANT	E	Z01992
DIAMANTE	Z02057	DIAMANT	Ε	Z02078
DIAMANTE	Z02082	DIAMANT	E	Z02086
DIAMANTE	Z02087	DIAMANT	E	Z02129
DIAMANTE	Z02718			
-				
FOUR EASY WAYS TO RE	NEW:	BASIC NO LO	ANER 28	175: MQ081552
Online at www.stenograph.co	om			1701
Call: 1-800-228-2339 (Credit	Card Payment)	Total	=	\$ 5001
Fax: 1-630-532-5700(Credit (Card Payment)	# of Writers		. 7
Mail a check in the enclosed	envelope	# or writers	X	\$
		Grand Total	=	s 2247
Check Enclosed (Payable to	☐ Visa	3	☐ Amer	ican Express
Stenograph, L.L.C)	☐ Mas	sterCard	Disco	ver
		-		
Exp. Date:				
Signature:		Da	ate:	

Renewal price reflects a \$100 discount off of the contract list price. Any plan renewed after the contract or warranty expiration date will be subject to the full list price and any reactivation fees. Certain terms and conditions apply

	CERTIFICATE OF INTERESTED PART	TIFS			
	The second secon	TILO		FOR	м 1295
F			<u></u>		1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			FICE USE	
1	Name of business entity filing form, and the city, state and count	try of the hydroge entire's where			OF FILING
Γ	of business.	try of the business entity's place	2016-88	e Number: 329	
	Galveston County Galveston, TX United States				
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is	Date File 07/21/20		
	being filed,	c condition the lotte (2			
	Galveston County Auditor's Off			nowledged:	
3	Provide the identification number used by the governmental enti	fy or state agency to track or identify	the contri	8/16	ulata a
ľ	description of the services, goods, or other property to be provide	ded under the contract.	the contra	act, and prov	vide a
	MQ081552 11 Diamante protection plan renewals				
L	11 Diamante protection plan renewals				
4	Slame of Interested Darks			Nature of	
	Name of Interested Party	City, State, Country (place of busine	- H	(check ap	plicable) Intermediary
Г	C 1			Jinu Olaling	intermediary
L	Dieno graph	1 IT Frieder 13	JSA.		
Γ					
L					
Γ					
H					
L					
Г					
5	Check only if there is NO Interested Party.				
Ļ	x				
6	AFFIDAVIT I swear, or a	affirm, under penalty of perjury, that the a	above disc	losure is true	and correct.
	adding of the	1			
	OFFICIAL SEAL LISA BALDERSTONE	Just In			
	NOTARY PUBLIC - STATE OF ILLINOIS	soup me	~		
	MY COMMISSION EXPARES: 1072019	Signature of authorized agent of contr	acting bus	iness entity	
	AFFIX NOTARY STAMP / SEAL ABOVE				
	Sworm to and subscribed before me, by the said	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1 +7		`\
	20 to certify which, witness my hand and seal of office.	Juman, this the &	1	day of	~ \\\
			R		1
	~ /. / / N	Rii	d'ile	2000	``
	(Xxx C) allt Lisa	a Walderstone	K	(43	
,	Signature of officer administering oath Printed name of or	fficer administering oath Titl	e of officer	administerin	g oath

AGENDA ITEM #36.a.

		CONTRACTOR		
	REOUEST I	COUNTY OF GALVESTON FOR BUDGET AMENDMENT/TRANS	SEER	
Department:		nal Services		6-133-0802-A
Date Submitted:		27, 2016	_	by Budget Office)
amendments will be processed at the ea	its entirety and submit to the Budget Office at least el arliest available Court meeting date. If information on the date of its submittal to the Court for action.	eleven (11) days prior to the first regularly scheduled Ton this form is incomplete, the amendment will be ret		
		nt to allocate funds for professional liaison servic		
Request reappropriation from Gene				
	This budget a	amendment does increase the budget for FY 2	.016.	
		Auditor Use Only Account Balance Sufficient		
Fund	Department	Line Item:	Amount	Sufficient (Y/N)
1101 - General Fund	110000 - General Government	5481000 - Other Contract Services	15,000	
TOTAL - Transfer From			\$ 15,000	
	TRANSFE	D TO		Auditor Use Only Account Balance
	TIMINOTE		T	Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	110000 - General Government	5481000 - Other Contract Services	15,000	1
TOTAL - Transfer To			\$ 15,000	
Departmental Authorization	Date	-		
			Davíd M. Delac	7/27/2016
Human Resources Department	Date	-	Budget Office Authorization	
		AUDITOR'S REVIEW		
This budget amendment has been revie	ewed for validity of accounts and sufficiency of accou	ant balances used for budget transfer.		
Reviewed by:			Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	

AGENDA ITEM #36.b.

		COUNTY OF GALVESTON		
D		OR BUDGET AMENDMENT/TRANS or/Collector		16-134-0802-B
Department: Date Submitted:		7, 2016		ed by Budget Office)
COMMISSIONER'S COURT	ts entirety and submit to the Budget Office at least ele le Court meeting date. If information on this form is s submittal to the Court for action.	ven (11) days prior to the first regularly scheduled T incomplete, the amendment will be returned to your	uesday Commissioners Court mee office for completion. It is sugges	eting date each month. Emergency amendments ted that the department requesting the
	Budgeted Reserves to Tax Assessor/Collector T	XDMV Extraordinary Supplies account for casi	h boxes	
Request transfer from General Fund		amendment does increase the budget for FY		
	This budget a	amendment does increase the budget for FT.	2010.	Auditor Use Only
	TRANSFER	FROM		Account Balance
Fund	Fund Department Line Item: Amount		Amount	Sufficient (Y/N)
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	800	
TOTAL - Transfer From			s 800	
TOTAL - Transfer From				Auditor Use Only
	TRANSFE	R TO		Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
	151519 - Tax Assessor/Collector			
1101 - General Fund	TxDMV	5310001 - Extraordinary Supplies	800	
TOTAL - Transfer To			s 800	
Departmental Authorization	Date		Davíd M. Delac Budget Office Authorizat	7/27/2016 ion Date
Human Resources Department	Date		Budget Office Authorizat	ion Date
		AUDITOR'S REVIEW		
This budget amendment has been revi	iewed for validity of accounts and sufficiency of accou	int balances used for budget transfer.		
Reviewed by:			Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		AND THE STREET STREET, STREET STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET,
Date Submitted:	170 		Date Approved:	

AGENDA ITEM #36.c.

		COUNTY OF GALVESTON		
Department:		ST FOR BUDGET AMENDMENT/T		16-135-0802-C
Date Submitted:		ıly 27, 2016		l by Budget Office)
	n its entirety and submit to the Budget Office at lea able Court meeting date. If information on this for its submittal to the Court for action.			
Request transfer from Facilities S	ervices & Maintenance electricity account to F	acilities Services & Maintenance water accou	nt	
	This bud	get amendment does increase the budget fo	or FY 2016.	
	TRANSFE	CR FROM		Auditor Use Only Account Balance
Fund	Department	Line Item:	Amount	Sufficient (Y/N)
1101 - General Fund	170100 - Facilities Services & Maintenance	5421200 - Electricity	90,000	
TOTAL - Transfer From			\$ 90,000	
	TRANSI	FER TO	T	Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	170100 - Facilities Services & Maintenance	5421100 - Water	90,000	
TOTAL - Transfer To ADDITIONAL COMMENTS:			\$ 90,000	
Departmental Authorization	Date			
			Davíd M. Delac	7/27/2016
Human Resources Department	Date		Budget Office Authorization	
		AUDITOR'S REVIEW		
This budget amendment has been re	viewed for validity of accounts and sufficiency of a	ccount balances used for budget transfer.		
Reviewed by:			Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	

AGENDA ITEM #36.d.

		COLDINA OF CALLEGRON		
	REQUEST	COUNTY OF GALVESTON FOR BUDGET AMENDMENT/TRANS	SFER	!
Department:		ntract Services		-136-0802-D
Date Submitted:	Jı	uly 27, 2016	(Assigned b	oy Budget Office)
present on the date of its submittal to the	entirety and submit to the Budget Office at least elevent returned in the submit to the Budget Office at least elevent meeting date. If information on this form is income	ven (11) days prior to the first regularly scheduled Tue mplete, the amendment will be returned to your office f	sday Commissioners Court meeting date ea for completion. It is suggested that the dep	ich month. Emergency amendments will artment requesting the amendment be
GENERAL EXPLANATION:				
Request change in step and grade from	n 26A to 24C for Contract Services Director pos	sition		
	This budget	et amendment does increase the budget for FY 2	2016.	
	TRANSFER	RFROM	gridge in the case of the case	Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	Sufficient (Y/N)
1101 - General Fund 1101 - General Fund 1101 - General Fund 1101 - General Fund TOTAL - Transfer From	440100 - Contract Services 440100 - Contract Services 440100 - Contract Services 440100 - Contract Services	5100000 - Salaries 5152102 - Medicare FICA 5153000 - Pension - TCDRS 5154000 - Alt Plan	(12,032) (174) (1,354) (1,055) \$ (14,615)	
1 4	TRANSFE	ED TA	\$ (14,615)	Auditor Use Only Account Balance
Fund	Department Department	Line Item:	Amount	Account Balance Sufficient (Y/N)
1101 - General Fund 1101 - General Fund 1101 - General Fund 1101 - General Fund TOTAL - Transfer To ADDITIONAL COMMENTS:	440100 - Contract Services 440100 - Contract Services 440100 - Contract Services 440100 - Contract Services	5100000 - Salaries 5152102 - Medicare FICA 5153000 - Pension - TCDRS 5154000 - Alt Plan	(12,032) (174) (1,354) (1,055) (14,615)	
New Hire Departmental Authorization				
Departmental Authorization	Date			
Human Resources Department	Date		David M. Delac Budget Office Authorization	7/27/2016 Date
		AUDITORIS REVIEW		
This budget amendment has been reviewer	d for validity of accounts and sufficiency of account	AUDITOR'S REVIEW t balances used for budget transfer.		
Reviewed by:	• · · · · · · · · · · · · · · · · · · ·		Date:	
Auditor's Remarks:				
	1	COMMISSIONERS COURT APPROVAL		
Date Submitted:	_		Date Approved:	

		FY 16	Current	ent					Tot	al Current	
	FY 16 Current	Current	Medic	are	ರ	Current	S	Current Alt	ၓၱ	Salary and	
Position	Salary Grade	Salary		⋖	ĭ	SDRS		Plan	ш	3enefits	
Contract Services Director	26A	\$ 87,378	100	1,267 \$	₩	\$ 0.830 \$	↔	7,659 \$	↔	106,134	
										Total	
	Č			7		7	Ċ	400	<u>~</u> 0	Requested	
	Requested Salary Grade	Requested Salary	Redue FIC	sted A	Par L	uested CDRS	δ V	Requested Requested Figure FICA TCDRS Alt Plan	ў ш	Salary and Benefits	% Savings
	24C	\$ 75,346	€	1,093 \$	8	\$ 8,476 \$	\$	\$ 6,604 \$	₩	91,519	
		\$ (12.032) \$ (174) \$ (1.354) \$ (1.055) \$ (14.615)	€9	(174)	(3	(1.354)	G	(1,055)	49	(14,615)	-15.97%

AGENDA ITEM #36.e.

		COUNTY OF GALVESTON		
D		OR BUDGET AMENDMENT/TRANS		37-0802-E
Department:		lanagement		Budget Office)
Date Submitted:	July	27, 2016	(Assigned by	Budget Office)
COMMISSIONER'S COURT A Please complete the following form in its e be processed at the earliest available Cour present on the date of its submittal to the	ntirety and submit to the Budget Office at least eleven (rt meeting date. If information on this form is incomple	(11) days prior to the first regularly scheduled Tueste, the amendment will be returned to your office t	sday Commissioners Court meeting date eac or completion. It is suggested that the depa	h month. Emergency amendments will rtment requesting the amendment be
GENERAL EXPLANATION:				
Request change in step and grade from	24E to 24A for Fleet Director position			
	This budget ar	nendment does increase the budget for FY	2016.	
	TRANSFER I	FROM		Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund 1101 - General Fund 1101 - General Fund 1101 - General Fund TOTAL - Transfer From	172111 - Fleet Management 172111 - Fleet Management 172111 - Fleet Management 172111 - Fleet Management	5100000 - Salaries 5152102 - Medicare FICA 5153000 - Pension - TCDRS 5154000 - Alt Plan	(7,445) (108) (838) (653) \$ (9,043)	
TOTAL - Transfer From			(2,043)	Auditor Use Only
	TRANSFEI	RTO		Account Balance
Fund	Department	Line Item:	Amount	Sufficient (Y/N)
1101 - General Fund 1101 - General Fund 1101 - General Fund 1101 - General Fund TOTAL - Transfer To ADDITIONAL COMMENTS: New Hire	172111 - Fleet Management 172111 - Fleet Management 172111 - Fleet Management 172111 - Fleet Management	5100000 - Salaries 5152102 - Medicare FICA 5153000 - Pension - TCDRS 5154000 - Alt Plan	(7,445) (108) (838) (653) (9,043)	
Departmental Authorization Human Resources Department	Date Date		Davíd M. Delac Budget Office Authorization	7/27/2016 Date
Transan Resources Department	Duit			
		AUDITOR'S REVIEW		
This budget amendment has been review	ed for validity of accounts and sufficiency of account ba	lances used for budget transfer.		
Reviewed by:			Date:	
Auditor's Remarks:			100	
		COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	

				% Savings		-10.38%
Total Current Salary and Benefits	\$ 96,152	Total	Requested Salary and	Benefits	87,109	(9,043)
Sa	↔		ഷ്ട്ര ജ	ш	↔	₩
Current Alt Plan	6,938		Requeste	d Alt Plan	6,286	(653)
Current TCDRS	8,906		Reanested	TCDRS	8,068	(838)
Current Medicare FICA	1,148		Regnested	FICA	1,040	(108)
FY 16 Current Salary	79,160		Requested	Salary	71,715	(7,445)
FY 16 Current Salary Grade	24E		Requested	Salary Grade	24A	
Position	Fleet Director					

AGENDA ITEM #36.f.

		COUNTY OF GALVESTON					
	REQUEST	FOR BUDGET AMENDMENT/TRAN	SFER				
Department:	Economic	Development	BA 16-138-0802-F				
Date Submitted:	July :	27, 2016	(Assigned by Budget Office)				
amendments will be processed at the	RT ACTION: its entirety and submit to the Budget Office at least e earliest available Court meeting date. If information on the date of its submittal to the Court for action.						
GENERAL EXPLANATION	N:						
Request transfer from General Fur	nd Budgeted Reserves for transportation support	for the 2016 Legislative Coastal Tour					
	This budget	amendment does increase the budget for FY	2016.				
	TRANSFER	FROM		Auditor Use Only Account Balance Sufficient			
Fund	Department	Line Item:	Amount	(Y/N)			
1101-General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	2,416				
TOTAL - Transfer From			\$ 2,416				
	TRANSFE	R TO		Auditor Use Only Account Balance			
Б. 1			Ι.	Sufficient			
Fund	Department	Line Item:	Amount	(Y/N)			
1207 - Economic Development	652133 - Economic Development	5415211 - Transportation Services	1,200				
1101-General Fund	451110 - Senior Citizens Program	5130000 - Overtime	1,000				
1101-General Fund	451110 - Senior Citizens Program	5152102-Medicare FICA	15				
1101-General Fund 1101-General Fund	451110 - Senior Citizens Program 451110 - Senior Citizens Program	51530000-Pension - TCDRS 51540000 - Alternate Plan	113 88				
TOTAL - Transfer To			\$ 2,416				
ADDITIONAL COMMENTS:	•						
Departmental Authorization	Date	_					
		_	David M. Delac	7/27/2016			
Human Resources Department	Date		Budget Office Authorization	n Date			
		AUDITOR'S REVIEW					
	iewed for validity of accounts and sufficiency of accou	int balances used for budget transfer.					
Reviewed by:			Date:				
Auditor's Remarks:							
	-	COMMISSIONERS COURT APPROVAL	·	-			
Date Submitted:			Date Approved:				

AGENDA ITEM #36.g.

A Committee of the Comm		COUNTY OF GALVESTON				
	REQUEST F	OR BUDGET AMENDMENT/TRA	NSFER			
Department:	Information	1 Technology	BA 16-	-139-0802-G		
Date Submitted:	mitted: July 27, 2016 (Assigned by					
	its entirety and submit to the Budget Office at least ele ble Court meeting date. If information on this form is					
GENERAL EXPLANATION	N:					
Request transfer from General Fund	d Budgeted Reserves to Information Technology	for step/grade increase from 22O to 26C for S	Sr. Database Administrator position			
	This budget a	amendment does increase the budget for F	Y 2016.			
	TRANSFER	FROM		Auditor Use Only Account Balance		
Fund	Department	Line Item:	Amount	Sufficient (Y/N)		
1101-General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	10,488			
TOTAL - Transfer From			\$ 10,488			
	TOD A NICOTO	n TO		Auditor Use Only		
	TRANSFE	R 10		Account Balance Sufficient		
Fund	Department	Line Item:	Amount	(Y/N)		
1101-General Fund	159100 - Information Technology	5100000 - Salaries	8,634			
1101-General Fund 1101-General Fund	159100 - Information Technology	5152102-Medicare FICA	126			
1101-General Fund	159100 - Information Technology 159100 - Information Technology	51530000-Pension - TCDRS 51540000 - Alternate Plan	971 757			
1101-General Fund	139100 - Information Technology	51540000 - Alternate Plan	/5/			
TOTAL - Transfer To			\$ 10,488			
ADDITIONAL COMMENTS:		-				
Departmental Authorization	Date	_				
			Davíd M. Delac	7/27/2016		
Human Resources Department	Date	_	Budget Office Authorization	Date		
		AUDITOR'S REVIEW				
This budget amendment has been rev	iewed for validity of accounts and sufficiency of accou	nt balances used for budget transfer.				
Reviewed by:			Date:			
Auditor's Remarks:						
		COMMISSIONERS COURT APPROVAL				
Date Submitted:			Date Approved:			

Complete c -	enemie	form for any	rh narsonnel re-	nuesi i	Perso		•	tment F	Reques	t	***************************************				
Requested E			ASAP	quest.	n in an appnoar	Coun Sp	onsor:	rt Agenda He	m)	Cor	nmiss	ione	r Ho	lmes	3
Manager Na	me:	SONN	Y JAMES	EID#		Employee Name or VACANT:			VAC	ANT					
Fund No:		1101		Depart	ment Name:	Inform	ation 1	Technolog	JY		Today's (Date:		7/26/1	6
Cost Center	No:	15910	00	Divisio	n Name:						Departme	ont Head			
		Appointme	nt	х	Change of Title	itie Decresse in Salary - Same Grade Different Grade				ry -					
		Promotion	<u> </u>		Career Ladder				n Salary - D				Addition	of a Position	
		Transfer			Accounts Chang	ge		Increase S	stary - Same	Grade			Deletion		
Check all which		Reassignm	ent		Annual Budget i	Request	x	Increase Si	alary - Diffe	rent Grad	s	x	Other: R	eclass	ification
apply:							became i	movellable at a	nnv naint dutt	sa a budani	cycle for any	resson (e.c	. loss of gr	SIN, DOCTOR	that grant funding se in funding, it or County policy
		Safety Posi	ition NE TIME SUPPL	EMENT	o be paid out AF	TER the	complet	ion of a spe	cific projec	t (ali	Date:	T		Amt:	
	<u></u>		taxes will be wit		m Supplement)						<u> </u>	Grade/	Resu	\$ exted	Tabel Caloni
Psn #		Cun	rent Title	Grade/ Step	Sudgeted Annual/Siweekly/ Hourly Amount		Psn #	l	Re	quested T	itie	Stop Request	Annual/E		Total Salary Change Requested
159100	0013	Database	Administrator II	220	\$83,166. 9 4	159	100	0013	Databas	e Admin	istrator III	26C	\$91,8		\$8,633.80
Current Fund, Cost Center, & Current Percentages Requested Fund, Cost Center, & Object Requested Percentages (indicate if findicate			mployee Type e in the Appropriate FTBE, PTNH, etc.)												
1101159100-5100000 100%		%	1101159100-5100000		100%			Full Time 30+	FTBE						
														Half Time 20-29	
														Part Time 1-19	
Indicate the	Calenda	r Code:	<u> </u>				40NOF	RMAL		20NOR	MAL		86NOR	AAL	Other:
Indicate the	Emerge	ncy Prepa	redness Tier Le	evel:			1			2			3		4
Requested / Contribution Phone, Auto Pay, Longe	ns (such o, Cartifi	as Celi									? (yes/no) to HR Ap				Yes
(Increased J Demotion fo Merit Increa	Detailed Reason for Request: Increased Job Duties. Demotion for Performance, Merit increase, etc.) Feel free o attach other supporting unclease in job duties & responsibilities.														
		1	If requ	esting t	new position o	or chang	e in gr	de or title,	please att	ach a jo			7		
Department Signature:	Head	50	nny	Ja	nus					Date:	7/0	26/	20	16	
Department Name Print:	:	150	NNY	JA	MES										
					Contact Sr. Bu										
Incomplete	forms 0	r forms wil			escriptions will are requests w					e agoro	val proces	5			
			DU DU	NUT 5II	ane requests W		-104 Hill	THE PROPERTY.			A- 1		55 - T. S. S. S. S.	g-1944 - 617 . Se	White American Control of the Contro

AGENDA ITEM #36.h.

		COLUMNIA OF CALVANDA					
	REOUEST F	COUNTY OF GALVESTON OR BUDGET AMENDMENT/TRANS	FER				
Department:		Attorney	· · · · · · · · · · · · · · · · · · ·	BA 16-140-0802-H			
Date Submitted:	te Submitted: July 27, 2016 (Assigned by Budget Office)						
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availabl amendment be present on the date of its	ts entirety and submit to the Budget Office at least ele le Court meeting date. If information on this form is i	ven (11) days prior to the first regularly scheduled Tu ncomplete, the amendment will be returned to your o	esday Commissioners Court iffice for completion. It is sug	meeting date each month. Emergency amendments gested that the department requesting the			
GENERAL EXPLANATION							
Request transfer from General Fund in the Appellate Suite	Budgeted Reserves to District Attorney Extraorc	inary Supplies and transfer funds from Building	Improvements to Extraordi	nary Supplies for workstations and furnishings			
	This budget a	mendment does increase the budget for FY 2	016.				
	TRANSFER	FROM		Auditor Use Only Account Balance Sufficient			
Fund	Department	Line Item:	Amount	(Y/N)			
1101-General Fund 1101-General Fund	920180 - Fund Balance Reserves 127100 - District Attorney	5930000 - Budgeted Reserves 5722000 - Building Improvements	4,000 9,500				
TOTAL - Transfer From			\$ 13,500				
	Auditor Use Only Account Balance Sufficient						
Fund	Department	Line Item:	Amount	(Y/N)			
1101-General Fund	127100 - District Attorney	5310001 - Extraordinary Supplies	13,500				
TOTAL - Transfer To			\$ 13,500				
Departmental Authorization	Date	-					
			Davíd M. Delac	7/27/2016			
Human Resources Department	Date	-	Budget Office Authoriz	ration Date			
		AUDITOR'S REVIEW					
This budget amendment has been revi	ewed for validity of accounts and sufficiency of accoun	it balances used for budget transfer.					
Reviewed by:			Date:				
Auditor's Remarks:							
		COMMISSIONERS COURT APPROVAL	-				
Date Submitted:	AMAGONIAN AND AND AND AND AND AND AND AND AND A		Date Approved:				

Delac, David

Sponon: HOLMES

From:

Anderson, Dudley

Sent:

Thursday, July 21, 2016 10:31 AM

To: Cc: Smith, Zonia Delac, David

Subject:

FW:

Attachments:

proposal 40265 revised 6.8.2016.pdf; Hall Layout Opt 1 (3).pdf

Zonia,

It just dawned on me that we haven't ordered the furniture for Appellate. I asked Gayle to re-send the attached quote. The last memory I have of this is that we were going to try for a budget amendment to get this ordered all in one package rather than splitting between fiscal years.

The budget is \$20,000 for the project. We have written a \$10,500 PO for construction and have this quote for \$13,466.62 for furnishings. The difference between budget and need is \$3,966.62.

This provides 2 functional workstations and 1 furnished office in the Appellate Suite where we previously had an admin. desk, conference space, and a workroom.

Furniture is 5 to 8 week delivery.

Thanks, Dudley

J. Dudley Anderson, County Architect • Galveston County • 722 Moody • Galveston • Texas 77550 • (409) 770-5330

From: Gayle [mailto:gayle@vanguardenvironments.com]

Sent: Thursday, July 21, 2016 10:11 AM

To: Anderson, Dudley

Cc: <u>aelicia@vanguardenvironments.com</u>

Subject:

Hi Dudley,

The quote and the drawing are attached for the DA's office. Please let me know if this is correct.

I will work on you "stock" quote and get it to you ASAP......

Thanks

Gayle Smith
Vanguard Environments, Inc
713.871.8686 phone
713.553.8478 cell
7026 Old Katy Road Suite 260
Houston, TX 77024
gayle@vanguardenvironments.com
www.vanguardenvironments.com

AGENDA ITEM #36.i.

		COUNTY OF GALVESTON		
		OR BUDGET AMENDMENT/TRAN		
Department:		: Bridge 7, 2016		16-141-0802-I
Date Submitted:	d by Budget Office)			
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availabl amendment be present on the date of its	s entirety and submit to the Budget Office at least elev le Court meeting date. If information on this form is i	en (11) days prior to the first regularly scheduled ncomplete, the amendment will be returned to you	Tuesday Commissioners Court meeti ur office for completion. It is suggeste	ng date each month. Emergency amendments d that the department requesting the
GENERAL EXPLANATION	:			
Request transfer from Road & Bridg	ge Fund Budgeted Reserves to Road & Bridge FM	1 Lateral Rd for Interlocal Agreement with the	e City of Hitchcock for reconstruct	ion of Neville Rd
	This budget a	mendment does increase the budget for FY	7 2016.	
	TRANSFER	FROM		Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
2301 - Road & Bridge Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	126,869	
TOTAL - Transfer From			\$ 126,869	Managara (a. V.) dia la companya (a. V.) and a second design of the companya (a. V.) and a second design of
	TRANSFEI	₹ TO		Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
2301 - Road & Bridge Fund	312120 - F.M. Lateral Rd.	5353015 - Mat Asphalt Surf	126,869	
TOTAL - Transfer To			\$ 126,869	
Departmental Authorization	Date			
			Davíd M. Delac	7/27/2016
Human Resources Department	Date	-	Budget Office Authorization	
		AUDITOR'S REVIEW		
This budget amendment has been revi	ewed for validity of accounts and sufficiency of accoun	it balances used for budget transfer.		
Reviewed by:			Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		W-14
Date Submitted:	· · · · · · · · · · · · · · · · · · ·		Date Approved:	

THE OF TH

Exhibit AThe County of Galveston

Road and Bridge Department Seawall Maintenance Department Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

July 8, 2016

Anthony Matranga Mayor of City of Hitchcock P.O. Box 48 Hitchcock, TX 77563

RE: Estimate of repair for Neville Rd.

Dear Mayor Matranga,

The following is an estimated construction cost from Galveston County Road and Bridge to perform maintenance repair of Neville Rd. within the City of Hitchcock.

Scope of Work

Neville Road (2,200 feet length by 24 feet wide)

Reclaim 6" of existing asphalt surface and base in-place, add 4" of crushed concrete base, stabilize 6" depth with 6% cement slurry, prime, tack and pave with 2 inch of HMAC.

Material Cost

			•	1
Crushed Concre	ete	\$2	5,003.50)
Cement Slurry		\$2	21,525.00	87,485.58
Prime		\$	1,195.44	(87)
Tack		\$	287.64	
2" HMAC		\$	39,474.00)

Labor and Equipment

\$22,849.83

Contingencies

\$ 16,533.54

Total

\$126,868.95

Thank you,

Lee Crowder
Director
Galveston County Road and Bridge

CC: Joe Giusti



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be C	ompleted By Depa	rtment			
1. Date of Request: 7/26/16 2. Contract Type:			Expense	Revenue	Other	Contract:	
4. Department Name: Road	l and Bridge	5. Department Contact: Lee Crowder					
6. Description: Interlocal Agreement with the City of Hi				ock for reconstruction	ı of Neville Road		
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey: 2301- 312120	10. Object Code: 5353015	Code:	
11. Vendor:				12. Vendor Contrac	t No:		
13. Requested Legal Reviev Yes / No (Explain if No)	v:						
		Expendit	ure Budget / Revenue Pr	ojections			
14. Fund Name	15. Fund #	16. Current Year Budgeted	Current Year 17. Current Year Projected		19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Road & Bridge	2301	\$126,869	\$126,869				
	-						
22. Totals:		126,869	126,869	-	-	-	-
	To	Be Compl	eted By Purchasin	g Departm	ient		
Contract Start Date:		T	o Renewal Contract: Yes / No	Bid No:		<u> </u>	
Contract End Date:		Contract # Issued By	Purchasing:	Form 1295 Certific	ate#:		
			Approved By:		Signature		Date
		Department Head:					
		Purchasing Agent:	***************************************				
		County Legal:					
			Contract Listed in Bu	udget Documentation:	YES NO		
		County Budget Offi	ce:				
			Budget Available and Fu	nds are/will be Availal	ble: YES NO		

County County Auditor:

AGENDA ITEM #36.j.

		COUNTY OF GALVESTON				
		OR BUDGET AMENDMENT/TRANSF				
Department:		eering		BA 16-142-0802-J		
Date Submitted:	July 2°	7, 2016	(Assigned by Budget Office)			
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availabl amendment be present on the date of its	s entirety and submit to the Budget Office at least eleve e Court meeting date. If information on this form is in	ren (11) days prior to the first regularly scheduled Tu ncomplete, the amendment will be returned to your of	esday Commissioners Court n	neeting date each month. Emergency amendments gested that the department requesting the		
	: d Control Bonds Series 2009 Dickinson Bayou Pr	oject account to Clear Creek account for interloc	al agreement with Harris C	ounty Flood Control District for the Mud		
Gully Detention Basin project	This budget a	mendment does increase the budget for FY 20	16.			
	Auditor Use Only Account Balance					
Fund	TRANSFER] Department	Line Item:	Amount	Sufficient (Y/N)		
3370 - Ltd Tax Flood Control Bonds Sr09	313202 - County Flood Control Projects	5734252 - Dickinson Bayou Project	276,000			
TOTAL - Transfer From			\$ 276,000			
	TRANSFEI	R ТО	T	Auditor Use Only Account Balance Sufficient		
Fund	Department	Line Item:	Amount	(Y/N)		
3370 - Ltd Tax Flood Control Bonds Sr09	313202 - County Flood Control Projects	5734121 - Clear Creek	276,000			
TOTAL - Transfer To			\$ 276,000			
ADDITIONAL COMMENTS: To fund a portion of the Mud Gu	lly Detention Basin project					
Departmental Authorization	Date	-				
Human Resources Department	Date	-	David M. Delac Budget Office Authoriz	7/27/2016 ation Date		
		AUDITOR'S REVIEW				
This budget amendment has been review	ewed for validity of accounts and sufficiency of accoun	at balances used for budget transfer.				
Reviewed by:			Date:			
Auditor's Remarks:						
		COMMISSIONERS COURT APPROVAL				
Date Submitted:			Date Approved:			

Delac, David

From:

Shannon, Michael

Sent:

Thursday, July 14, 2016 4:19 PM

To:

Delac, David; Robertson, Elizabeth

Cc:

Clark, Ken

Subject:

RE: Budget Amendment

David,

Commissioner Clark will be the sponsor.

Michael

From: Delac, David

Sent: Thursday, July 14, 2016 4:17 PM

To: Robertson, Elizabeth **Cc:** Shannon, Michael

Subject: Re: Budget Amendment

Elizabeth

I will prepare a BA for the August 2nd CC meeting. Who is the sponsor for this BA? Thanks!

David

Sent from my iPhone

On Jul 14, 2016, at 15:59, Robertson, Elizabeth < <u>Elizabeth.Robertson@co.galveston.tx.us</u>> wrote:

David,

On 1/10/2012 we entered a interlocal agreement with HCFCD to fund a portion of the Mud Gully Detention Basin project. Our commitment is \$10,000,000.00, this is in our 2008 Flood Control Bonds funds. In 2014 we were invoiced the first installment of \$2,272,316.63, which we paid (C410562). We have now been invoiced by HCFCD for the remaining balance of \$7,727,683.37. We will need a BA to pay the remaining balance as we only have \$7,451,683.37 in the acct. We have funds in acct 3370 313202 5734252 from the Dickinson Bayou Alternate Pond C project that is complete that we would like to use.

Please move \$270,000.00 from acct 3370 313202 5734252 (Dickinson Bayou) to 3370 313202 5734121 (Clear Creek).

Let me know if you have any questions or need any back-up.

Thank you,

Elizabeth A. Robertson

Administrative Coordinator
Office of the County Engineer
Galveston County
722 Moody
Galveston, TX 77550

AGENDA ITEM #36.k.

		COUNTY OF GALVESTON					
D		FOR BUDGET AMENDMENT/TRANS arks Department		16-143-0802-K			
Department: Date Submitted:		27, 2016	(Assigned by Budget Office)				
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availabl amendment be present on the date of its	TACTION: s entirety and submit to the Budget Office at least e le Court meeting date. If information on this form s submittal to the Court for action.	eleven (11) days prior to the first regularly scheduled T is incomplete, the amendment will be returned to your	Tuesday Commissioners Court meet	ing date each month. Emergency amendments			
GENERAL EXPLANATION Request transfer from Beach and Pa	: rks Fund Budgeted Reserves for beach safety p	patrol cell phone					
***************************************	This budge	t amendment does increase the budget for FY	2016.				
Auditor Use Only Account Balance Sufficient							
Fund	Department	Line Item:	Amount	(Y/N)			
2601-Beach and Parks Fund	920180-Fund Balance Reserves	593000 - Budgeted Reserves	76				
TOTAL - Transfer From			s 76				
	TRANSFI	ER TO		Auditor Use Only Account Balance Sufficient			
Fund	Department	Line Item:	Amount	(Y/N)			
2601-Beach and Parks Fund	522042-Beach Maintenance	5492100 - Mobile Phone Expense	76				
TOTAL - Transfer To			s 76				
ADDITIONAL COMMENTS: \$38 @ 2 = \$76							
Departmental Authorization	Date						
			David M. Delac	7/27/2016			
Human Resources Department	Date		Budget Office Authorization	on Date			
This hudget amendment has been revi	ewed for validity of accounts and sufficiency of acc	AUDITOR'S REVIEW		100 pt 10			
Reviewed by:			Date:				
Auditor's Remarks:							
		COMMISSIONERS COURT APPROVAL					
Date Submitted:			Date Approved:				

Delac, David

From:

Diaz, Julie

Sent:

Monday, July 25, 2016 11:15 AM

To:

Delac, David

Cc: Subject: Quiroga, Erin Cell Phone

David,

We need to request a cell phone for the beach safety patrol through the beach sticker program. All it needs to be is a phone to make and receive calls.

The phone would be for the supervisor of the beach safety patrol shift and would rotate as needed. This would be a direct line of communication for the beach ambassadors and the beach patrol.

Thank you,

Supply

Julie Diaz, CPRP, CPO

Director

Galveston County Parks and Cultural Services

julie.diaz@co.galveston.tx.us

4102 Main Street (FM 519), La Marque, TX 77568 | 2 409-934-8114 | Fax: 409-621-7986

"We Offer Exceptional Life Experiences!"



www.galvestoncountytx.gov



\$38 * 2 = 76-

From Budgeted Reserves

AGENDA ITEM #36.1.

		COUNTY OF GALVESTON				
		ST FOR BUDGET AMENDMENT/TRANS				
Department:		ee Court Pct. 2		6-144-0802-L		
Date Submitted:	Oate Submitted: July 27, 2016 (Assigned by Budge)					
COMMISSIONER'S COUR' Please complete the following form in it will be processed at the earliest availab amendment be present on the date of it	ts entirety and submit to the Budget Office at leastle Court meeting date. If information on this for	st eleven (11) days prior to the first regularly scheduled T m is incomplete, the amendment will be returned to your	Fuesday Commissioners Court meetin ∙ office for completion. It is suggested	g date each month. Emergency amendments that the department requesting the		
GENERAL EXPLANATION	ſ :					
Request transfer from Justice Court	Precinct #2 Travel and Conference account to	to Administrative Supplies account for the rest of the	e fiscal year			
	This bud	get amendment does increase the budget for FY	2016.			
	TRANSFE	R FROM		Auditor Use Only Account Balance Sufficient		
Fund	Department	Line Item:	Amount	(Y/N)		
1101 - General Fund	123201 - Justice Court Pct 2	5496100 - Travel & Conference	1,500			
TOTAL - Transfer From			\$ 1,500			
	TRANSI	FER TO		Auditor Use Only Account Balance		
Fund	Department	Line Item:	Amount	Sufficient (Y/N)		
1101 - General Fund	123201 - Justice Court Pct 2	5310000 - Administrative Supplies	1,500			
TOTAL - Transfer To			\$ 1,500			
ADDITIONAL COMMENTS:						
Departmental Authorization	Date					
			David M. Delac	7/27/2016		
Human Resources Department	Date		Budget Office Authorization	Date		
		AUDITOR'S REVIEW				
This budget amendment has been revi	ewed for validity of accounts and sufficiency of a	ccount balances used for budget transfer.				
Reviewed by:			Date:			
Auditor's Remarks:			· · · · · · · · · · · · · · · · · · ·	- Market Control of the Control of t		
		COMMISSIONERS COURT APPROVAL	- 0-100 C C C C C C C C C C C C C C C C C C			
Date Submitted:			Date Approved:			

Shelley, Amber

From:

Delac, David

Sent:

Wednesday, July 27, 2016 8:50 AM

To:

Shelley, Amber

Subject:

FW: Request for Amended Budget

Amber:

Please prepare a BA for the next meeting. Thank you!

David

David M. Delac CFO Galveston County, Texas

David.Delac@co.galveston.tx.us

Direct: 409.770.5398 Cell: 409.692.4491

From: Reyes, Ellenor

Sent: Wednesday, July 27, 2016 8:49 AM

To: Delac, David

Subject: Request for Amended Budget

David,

Hope this is all that you need.

Fund #1101

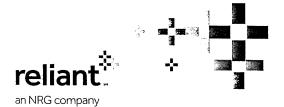
Department: 1232 Division: 123201

The Justice of the Peace Pct #2 is requesting to have monies transferred from Travel & Conference: **Object Code #54961** of \$1,500.00 to the Administrative Supplies: **Object Code #53100**. Commissioner Joe Giusti has agreed to sponsor this request. The reason for this request is that the court has run out of supply monies for the physical year and we believe the reason is because folders and labels that are ordered for the daily running of our office procedures has gone up on the price and also because of the number of new filings into the court.

Ellenor Reyes Deputy Chief Clerk Justice of the Peace, Pct #2 County of Galveston

AGENDA ITEM #36.m.

	and the second s	COUNTY OF GALVESTON		
	REQUEST	FOR BUDGET AMENDMENT/TRANSI	FER	
Department:	Professional Services		BA 16-145-00802-M	
Date Submitted:		July 27, 2016	(Assigned by Budget Office)	
COMMISSIONER'S COURT AC Please complete the following form in its entirwill be processed at the earliest available Cour amendment be present on the date of its submi	ety and submit to the Budget Office at least el rt meeting date. If information on this form is	even (11) days prior to the first regularly scheduled Tus s incomplete, the amendment will be returned to your of	esday Commissioners Court meeting	g date each month. Emergency amendments that the department requesting the
GENERAL EXPLANATION:				
Request to budget donation for Summer R	elief Program.			
	This budget a	mendment does not increase the budget for FY	2016.	
	TRANSFER	FROM		
Fund	Department	Line Item:	Amount	Auditor Use Only
2121 - Donations to Galveston County Fund	443141 - Health and Social Services	4851019 - Contribution from Reliant an NRG Company	5,000	Account Balance Sufficient (Y/N)
TOTAL - Transfer From			\$ 5,000	
	TRANSFE	ER TO	T	Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
2121 - Donations to Galveston County Fund	443141 - Social Services Donations	5421304 - Reliant CARE - Summer Relief	5,000	
TOTAL - Transfer To			s 5,000	
ADDITIONAL COMMENTS: Request to recognize the donation recei	ived from Reliant an NRG Company (\$	55,000) and to set up a budget to expend the don	ation on the Reliant CARE Pro	ogram.
Departmental Authorization	Date	 -		
				7/07/004
Human Resources Department	Date		David M. Delac Budget Office Authorization	7/27/2016 Date
		AUDITOR'S REVIEW		
This budget amendment has been reviewed for	or validity of accounts and sufficiency of acco			
Reviewed by:			Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		
Date Submitted:	_		Date Approved:	



Reliant Green Street 1201 Fannin Houston, TX 77002

July 27, 2016

Mark Henry Galveston County Social Services 722 Moody St. 5th Floor Galveston, Texas 77550

Dear Mr. Henry,

Reliant is pleased to contribute additional funding to Galveston County Social Services in support of the 2016 Reliant CARE Program. Enclosed is a check for \$5,000 to be used to assist Reliant customers in paying their electricity bills.

Please acknowledge receipt of this payment by returning a signed copy of this letter. We are pleased to provide this support to your organization.

Sincerely,

William Clayton

Williately

Executive Director, NRG Retail Charitable Foundation

Acknowledged by: ________

Date:

NRG SIMPLY SMART SOLUTIONS

REFERENCE NUMBER	DATE	VOUCHER GROSS AMOUNT		DISCOUNT	NET AMOUNT
072116	07/21/2016	1700014808	\$5,000.00	0.00	\$5,000.00

CHECK NUMBER	DATE	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
01002649	07/22/16	0000240322	GALVESTON COUNTY COLLECTOR	\$5,000.00
	Defends above all			Ψυ,σου.σο

Refer to above check number and voucher number when inquiring about your payment

0027

simplysmart

an NRG service

Bank Of New York Mellon PITTSBURGH, PA 15262

6<u>0-16</u>0 433

Date: 07/22/2016

Check Number: 01002649

Vendor Number: 0000240322

NRG SIMPLY SMART SOLUTIONS PO BOX 148 HOUSTON, TEXAS 77001-0148

PAY Five thousand and 00/100 Dollars

TO THE ORDER OF

GALVESTON COUNTY COLLECTOR 722 MOODY PO BOX 1169 GALVESTON TX 77550

Pay Exactly *****\$5,000.00

AUTHURIZED SIGNATURE **VOID WITHOUT SIGNATURE VOID AFTER NINETY DAYS**

"Oloo2649" (O43301601) 120"6131"

AGENDA ITEM #36.n.

		COUNTY OF GALVESTON		1
		OR BUDGET AMENDMENT/TRANSI		
Department:	Sheriff's Department		BA 16-146-0802-N	
Date Submitted: July 27, 2016			(Assigned l	oy Budget Office)
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availab amendment be present on the date of it	ts entirety and submit to the Budget Office at least elev le Court meeting date. If information on this form is i	ren (11) days prior to the first regularly scheduled Tu ncomplete, the amendment will be returned to your o	nesday Commissioners Court meeting office for completion. It is suggested t	date each month. Emergency amendments hat the department requesting the
GENERAL EXPLANATION	l:			
Request transfer from General Fund	Budgeted Reserves to Sheriff Services ISDS for	new deputy in Dickinson ISD		
	This budget a	mendment does increase the budget for FY 2	016.	
	TRANSFER	FROM		Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	12,537	
TOTAL - Transfer From			\$ 12,537	
	TRANSFE	R TO		Auditor Use Only Account Balance
				Sufficient (Y/N)
Fund	Department	Line Item:	Amount	(1/11)
1101 - General Fund	211163 - Sheriff Services ISDS	5100000 - Salaries	9,055	
1101 - General Fund	211163 - Sheriff Services ISDS	5151000 - Group Health Insurance	988	
1101 - General Fund	211163 - Sheriff Services ISDS	5152102 - Medicare FICA	131	
1101 - General Fund	211163 - Sheriff Services ISDS	5153000 - Pension - TCDRS	1,019	
1101 - General Fund	211163 - Sheriff Services ISDS	5154000 - Alternate Plan	794	
1101 - General Fund	211163 - Sheriff Services ISDS	5100000 - Salaries	300	
1101 - General Fund	211163 - Sheriff Services ISDS	5115000 - Longevity	250	
TOTAL - Transfer To			\$ 12,537	
ADDITIONAL COMMENTS:				
			,	
		_		
Departmental Authorization	Date			
		_	David M. Delac	7/27/2016
Human Resources Department	Date		Budget Office Authorization	Date
		AUDITOR'S REVIEW		
This budget amendment has been rev Reviewed by:	iewed for validity of accounts and sufficiency of accou	nt balances used for budget transfer.	Date:	
Auditor's Remarks:				
		COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	

Dickinson ISD Deputy

	Α	nnually	AUG 1-SEPT 30th
Salary		58,860	9,055
Group Health		6,420	988
Medicare FICA		853	131
TCDRS		6,622	1,019
AUL		5,159	794
Cert Pay		1,800	300
Longevity		1,500	250
Total	Ś	81.214	\$ 12,537

AGENDA ITEM #36.o.

		COUNTY OF GALVESTON		
		OR BUDGET AMENDMENT/TRANS		16.147.0000
Department:	Court Adm		BA 16-147-0802-O (Assigned by Budget Office)	
Date Submitted:	July 27	7, 2016	(Assigi	ned by Budget Office)
COMMISSIONER'S COURT Please complete the following form in it will be processed at the earliest availabl amendment be present on the date of its	is entirety and submit to the Budget Office at least elev le Court meeting date. If information on this form is in	ren (11) days prior to the first regularly scheduled Tu ncomplete, the amendment will be returned to your o	nesday Commissioners Court moffice for completion. It is sugge	eeting date each month. Emergency amendments sted that the department requesting the
GENERAL EXPLANATION				
Request transfer from General Fund	Budgeted Reserves to Court Administration Adm	ninistrative Supplies for the rest of the fiscal yea	r	
	This budget a	mendment does increase the budget for FY 2	016.	
	TRANSFER	FROM	T	Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	3,000	
TOTAL - Transfer From			\$ 3,000	
	TRANSFEI	R TO	T	Auditor Use Only Account Balance Sufficient
Fund	Department	Line Item:	Amount	(Y/N)
1101 - General Fund	121000 - Court Administration	5310000 - Administrative Supplies	3,000	
TOTAL - Transfer To			\$ 3,000	
ADDITIONAL COMMENTS:				
Departmental Authorization	Date	-		
				7/27/2016
Human Resources Department	Date	_	David M. Delac Budget Office Authoriza	
		AUDITOR'S REVIEW		
This budget amendment has been revi	ewed for validity of accounts and sufficiency of accoun			
Reviewed by:			Date:	
Auditor's Remarks:				AR PER MARKET
	Market and the second s	COMMISSIONERS COURT APPROVAL		
Date Submitted:			Date Approved:	



Monica Gracia Administrative Specialist Phone: 409-770-5230

FAX: 409-621-7976

Office of Justice Administration 600 - 59th Street, Suite 4209

Galveston, Texas 77551

Bonita M. Quiroga Director Sandra Johnson
Indigent Defense Coordinator
Roger Morrison
Case Management Specialist
Eric Nevelow
Judicial Compliance Officer

July 27, 2016

Mr. David Delac Professional Services 722 Moody Galveston, Texas 77550

RE: Request for Budget Amendment - Supplies

Dear Mr. Delac,

I am requesting a budget amendment to cover supplies for both Justice Administration and the Courts through September 30, 2016. The \$10,000 approved and adopted by Commissioner's Court for FY2016 has proven insufficient to cover necessary expenses. Copy paper and drug tests are a major expense for the courts and were included in our original budget request of \$13,000.

Object Description 1101121000-5310000 Supplies

Amount \$3,000

Your prompt attention to this matter is greatly appreciated. Please do not hesitate to contact me should you have any questions.

Sincerely,

Bonita M. Quiroga

Director

APPROVED: Donnie Cox

Local District Court Administrative Judge

56th District Court

AGENDA ITEM #37.



AECOM 19219 Katy Freeway Suite 100 Houston, TX 77094 www.aecom.com 281 646 2400 tel 281 646 2401 fax

July 7, 2016

Michael C. Shannon, P.E., CFM County Engineer The County of Galveston 722 Moody Galveston, TX 77550

Subject: Reallocation of Budgets for Professional Services - Amendment No. 2

61st Street Boat Ramp Repackaging AECOM Project No. 60283923

County of Galveston Agreement Description: PO No. C320930

Dear Mr. Shannon,

AECOM Technical Services, Inc., (AECOM), requests an amendment to its original Agreement(s) with the County of Galveston, dated November 19, 2012, and to Amendment No. 1, dated December 12, 2014 for Phase III services. This request includes: 1) approval to reallocate previously authorized budget from one task to another under the existing agreement for Phase III services, and 2) additional/supplemental funding for continuation of professional engineering services due to a contract time extension of three months and for scope expansion to include as-built drawings.

The Lee & Joe Jamail Bay Park project is under construction and Phase III services are actively underway. As of the July 7, 2016 Project Meeting, the overall project is approximately 61% complete-in-place with a Construction Value of \$3,047,814 earned to date against a total Adjusted Contract Value of \$5,012,660. As discussed at our monthly progress meeting with the contractor, J.W. Kelso, the contract construction time for completion is October 7, 2016 when adjusted to include the time extension as approved by the County on April 7, 2016. In order to provide uninterrupted continuation of the Phase III services, (engineering support and field inspection), AECOM is requesting:

- 1. Reallocation of previously authorized funding in the amount of \$47,000 from Task 4 to Task 3
- 2. Additional/Supplemental funding in the amount of \$11,800 for Task 3

These requests for reallocation of previously authorized funding and the supplemental funding will allow AECOM to continue providing the engineering support and field inspection services at the same level during the extended three (3) month construction duration approved by the County on April 7, 2016. In addition, if this requested supplemental funding is approved, AECOM and the County agree to expand the Engineering Support services to include the preparation of "As-Built" drawings which were not included in the original scope and fee for this project



Mr. Shannon, PE July 7, 2016 Page 2 of 2

In consideration of the above referenced effort, AECOM request a total supplemental fee of \$11,800, for the continuation of professional and inspection services described above, be approved for Task 3 "Construction Phase Services" as defined in the original contract scope and fee documents. AECOM will notify the County when the professional services are approaching 90% of the budget.

We appreciate the opportunity to continue working with the County of Galveston on this project. Should you have any questions or require additional information, please do not hesitate to contact the undersigned at (281) 675-3517.

All other terms and conditions of the original Agreement remain in full force and effect, unless expressly altered herein.

By signing below, you agree to amend the Agreement between the County of Galveston and AECOM to include the additional professional and field inspection services described herein. Please return one signed copy of this amendment for our files.

Starbar & Paralanhaff P. F.	ACCEPTED: County of Galveston
Stephen G. Berckenhoff, P.E. Vice President	Signature:
c: Project file Andres Berdugo, P.E.	Printed Name:
	Title:
	Date:

AGENDA ITEM #38.

Construction Change Order

Date:

7/26/2016

AMENDED
Change Order Number: 5

Owner:

Galveston County

Contractor:

J. W. Kelso Company, Inc.

Amount:

\$56,962.50

Engineer:

AECOM Technical Services, Inc.

Project:

Construction for Lee & Joe Jamail Bay Park

Project No.:

60283923

SUMMARY OF CHANGES	Time					
	Amount	Days	Comp Date			
Original Contract	\$4,457,637.54	270	7/4/2016			
Approved Time Extensions		61	Wallet St. St. St. St. St. St. St. St. St. St			
Previous Change Orders	\$498,059.64	0				
Current Change Order	\$56,962.50	0				
Current Contract	\$5,012,659.68	331	10/7/2016			

The Terms of the Agreement, dated September 15, 2015, between Owner and Contractor are amended as attached. See Proposal from J.W, Kelso Company, Inc.- dated April 27, 2016, also Contractor is Requesting 0 calendar days to be added to the contract.

Recommended For Approval:

AECOM Technical Services, Inc.

TBPE Reg. No. F-3580

Andres Berdugo, P.E.

Project Manager/Engineer of Record

Accepted By:	Approved By:
J. W Kelso Company, Inc.	Galveston County
Ву:	Ву:
Title:	Title:
Date:	Date:



THE COUNTY OF GALVESTON

Office of the County Engineer

722 Moody, Galveston, TX 77550 (409) 770-5399 (409) 770-5549 (281) 316-8300 FAX (409) 770-5557

July 27, 2016

Dear Judge and Commissioners:

Change Order No. 5 (approved 6/7/16, item 22b and attached) erroneously showed the amount under "Previous Change Orders" as \$491,791.84. The correct amounts of \$498,059.64 for "Previous Change Orders" and \$5,012,659.68 for "Current Contract" is shown in the Amended Change Order No. 5.

Sincerely,

Michael C. Shannon, PE, CFM

Mespose

County Engineer

MCS/ear

Construction Change Order

Date:

5/25/2016

Change Order Number: 5

Owner:

Galveston County

Contractor:

J. W. Kelso Company, Inc.

Amount:

\$56,962.50

Engineer:

AECOM Technical Services, Inc.

Project:

Construction for Lee & Joe Jamail Bay Park

Project No.:

60283923

SUMMARY OF CHANGES		Tim	e ·
SUMMARY OF CHANGES	Amount	Days	Comp Date
Original Contract	\$4,457,637.54	270	7/4/2016
Approved Time Extensions		61	
Previous Change Orders	\$491,791.84	0	
Current Change Order	\$56,962.50	0	10/7/2016
Current Contract	\$5,006,391.88	331	10/7/2016

The Terms of the Agreement, dated September 15, 2015, between Owner and Contractor are amended as attached. See Proposal from J.W, Kelso Company, Inc.- dated April 27, 2016, also Contractor is Requesting 0 calendar days to be added to the contract.

Recommended For Approval:

AECOM Technical Services, Inc.

TBPE Reg. No. F-3580

Andres Berdugo, P.E.

Project Manager/Engineer of Record

Accepted By:

Approved By:

J. W Kelso Company, Inc. -

Pour 1 epin

Title:

Galveston County

mand Um

Title: County Judge Mark Henry

Date: 6/7/2016

J. W. KELSO COMPANY, INC.

GALVESTON, TX 77553 Ph: (409)740-0266

Change Request

To: BRUCE BAUMEL

AECOM TECHNICAL SERVICES, INC. 5444 WESTHEIMER ROAD, STE 200

HOUSTON, TX 77056

Ph: (713)780-4100 Fax: (713)780-0838

Number: 5

Date: 4/27/16

Job: 321 LEE & JOE JAMAIL BAY PARK

Phone: (409)740-0266

Description: Trench Backfill at Sheetpile Wall - Washington Park Only

We are pleased to offer the following specifications and pricing to make the following changes:

As per RFI 004 and follow up e-mail from AECOM on 2/1/16, it will be required to fill the trench at the sheet pile line with a free draining granular material. The land side of the sheet pile wall is to be filled with concrete sand using filter fabric up to the waterline. From the waterline up, the previously specified select fill material will be used.

The quantities are estimates only, and will be billed by the actual units (tons) placed. It is estimated that 1,550 tons of concrete sand will be used. This estimate is based on the existing trench dimensions. For estimating purposes, a similiar size trench has been assumed for the remaining sheet pile wall. The extent of debris encountered or not encountered will affect the trench size and material quantities.

\$56,962,50 The total amount to provide this work is (Please refer to attached sheet for details.)

The schedule will be TBD.

If you have any questions, please contact me at (409)740-0266.

Submitted by: ZACH WILLIAMS

J. W. KELSO COMPANY, INC.

Cc:

J. W. KELSO COMPANY, INC.

P O BOX 2110 GALVESTON, TX 77553 Ph: (409)740-0266

Change Request 5 Price Breakdown Continuation Sheet

Description: Trench Backfill at Sheetpile Wall - Washington Park Only

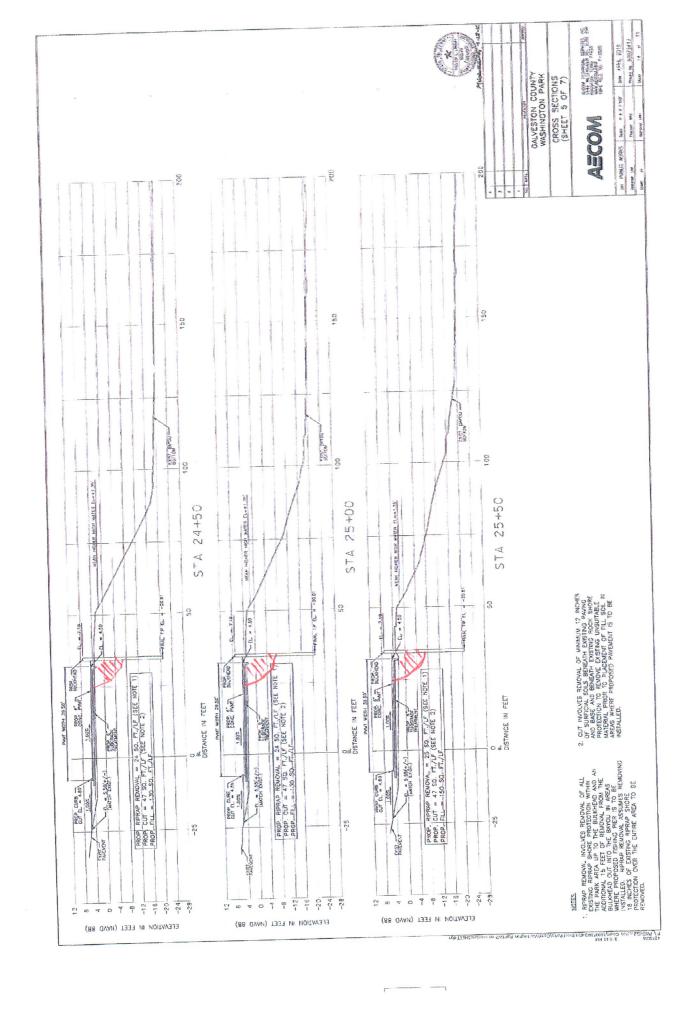
Description	Quantity	Unit	Unit Price	Price
Concrete Sand	1,550.00	ton	\$36.75	\$56,962.50

Subtotal:

\$56,962.50

Total:

\$56,962.50



FORDYCE HOLDINGS, INC.

QENERAL QFFICE P Q BOX 1417 VICTORIA, TX 77802-1417 (361) 573-4309

August 3, 2010

To Whom It May Concern:

Please consider this letter to be confirmation that concrete aggregates from Fordyce Holdings, Inc. are produced according to the specifications in Section C33 of the A.S.T.M. Standards, and to the specifications in Section 421.2 of Texas Department of Transportation Standards.

If any further information is needed, please do not hesitate to contact me.

Sincerely,

Matt Champion

Vice President/General Manager

Mac Champin

MC/mmc



Log In Comments

Detailed Soils and Aggregates Test Report Sample Number: E10630297

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Lab Numbe Producer N Quarry : District : Use Code : District Lab Sampled by	by: Kenneth Anthony Other ID: From: STOCKPILE AT PIT - 1 BAG Stamp Code: 9 - Phase: Lot: Subjet: Meets Quality Specifications on No.; 421 Portland Cement Concrete 1.: -96,96386121 GPS Latt.: 28,6999226	
Determinin Conductivi	dentification ing Sulfate Content in Soils (Colorimete	
Comments		
Testing Comments		

The Fordyce Company Briggs Plant Sieve Analysis Report

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FORDYCE, LTD.

GENERAL OFFICE 120 SOUTH MAIN, SUITE 500 P.O. BOX 1417 VICTORIA, TEXAS 77902-1417 (361) 573-4309

SAND ANALYSIS

Briggs Plant Specific Gravity:

2.62

CONCRETE SAND

% retained	
3/8"	0
#4	2
#8	17
#16	26
#30 .	45
	82
#50	98
#100	10

Our aggregates are produced according to the specifications of A.S.T.M. C33 and the Texas Department of Transportation.

VICTORIA P.O. BOX 1417 VICTORIA, TEXAS 77902-1417 (361)578-1861

FORDYCE HOLDINGS, INC.

GENERAL OFFICE 210 W, JUAN LINN P.O. BOX 1417 VICTORIA, TEXAS 77902-1417 (361) 573-4309

December 1, 2008

AGGREGATE ANALYSIS

Specific Gravity: Fine Aggregates 2.62 Coarse Aggregates 2.60

Absorption:

.6

CONCRE % reta	TE SAND		3/8" GRA % retain	
3/8" #4 #8 #16 #30 #50 #100	0 2 17 26 45 82 98		1/2'' 3/8'' #4	0 6 98
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% retain 1 ½" 1" ½" 42" #4	ned . 0 1 64 99	1 ½" ¾" ½" +4	0 34 · 72 98

Our aggregates are produced according to the specifications of A.S.T.M. C33 and the Texas Department of Transportation.

VICTORIA P.O. BOX 1417 VICTORIA, TEXAS 77902-1417 (361) 578-1861 RIO GRANDE VALLEY P.O. BOX 790 PENITAS, TEXAS 78576 (956) 581-0672

Table 1 — Amounts of different particles based upon particle counts.

PETROGRAPHIC COMPOSITION

(ASTM C-295)

Pelrographer__Virgil_Kress
Date__October_28,_1987

QCP-2, Rev. 4 Lot No._ 878615

Sample I.D. Sand FA

Texas Concrete Co

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Serial Nos. of...

Calibre Apparatus_

APF_DIX NO. 12

Apparatus, Serial Nos. Quartz Chert (Porous) Chert (Dense) Limestone CONDITION CODE (Where necessary)
(1) FRESH AND DENSE
(2) MODERATELY WEATHERED
(3) EXT NVELY WEATHERED Sandstone TOTAL AMOUNT IN EA SIEVE FRACTION, % BY WEIGHT Granite Mafic Minerals CONSTITUENTS No4 1.0 0.8 0.1 0.2 0.2 WEIGHTED PERCENTAGES OF CONSTITUENTS IN EACH SIEVE FRACTION f 2.3 No8 5.9 7:0 PETROGRAPHIC COMPOSITION (ASTM C-295) 0.1 0.9 1.0 0.2 f 15 No16 5.2 4.0 0.1 2.8 0.1 0.3 I 8,9 No30 13.7 TOTAL AMOUNT OF SAMPLE IN CONDITION (2), PERCENT BY WEIGHT TOTAL AMOUNT OF SAMPLE IN CONDITION (1), PERCENT BY WEIGHT 0 3 0.2 E 1 15.9 LAMOUNT OF SAMPLE IN CONDITION (3), PERCENT BY WEIGHT No50 No100 Passo 38.7 3.0 0.4 0.1 1 42.2 . 12.2 0.3 0.2 0 + 1 0.2 13.0 1 2.4 Tr. 0.1 0.1 TI f i a 2.6 Sample I.D. Texas Concrete Co. WEIGHTED COMPOSITION OF SAMPLE 14,7 80.0 0,3 2.6 1.2 0,9 IGO, O.

Petrographer_Wirgil_Kress

Table 2 — Weighted percentages of different particles based upon particle counts.

QCP-2, Rev Lot No_878615

Sand FA

October 28.

,	1300 P.	Fine Aggregate		Granite		Sandstone							Limestone			•		;		Graval	,≅ypas	Aggregate
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ž.

S

Morton, Deborah

From:

Zach Williams <zwilliams@JWKELSO.COM>

Sent:

Friday, May 06, 2016 5:26 PM

To:

Baumel, Bruce; Berdugo, Andres; Mackan, Kevin; Baher, Nancy; Shannon, Michael

(Michael.Shannon@co.galveston.tx.us); Pridgen, James

Subject:

FW: Change order 5 response

Follow Up Flag:

FollowUp

Due By:

Friday, May 06, 2016 5:28 PM

Flag Status:

Completed

Mr. Baumel -

The cost estimate run by AECOM appears to leave out a few costs based on our experience. First, the \$10.00/ ton material cost used by AECOM appears to be based on a 5,000 ton purchase quantity (based on the notes provided). That would likely be a barge load and more than what is required for Washington Park, so there is a potential material cost increase because of the smaller quantity actually being used/ purchased. We looked at barging directly to the site for the Boat Ramp, but were unable to do so due to the draft limitations from the ICW to Offatts Bayou. That being the case, the concrete sand is barged to a local marine yard (i.e. ready-mix/ concrete plant) & unloaded. So there is a material cost, freight/ barge cost, and an unloading cost (to unload concrete sand from the barge to the land facility). After that process, we purchase the concrete sand from a ready mix plant for \$26.40/ ton. So our cost breakdown is:

\$26.40/ ton Purchase Truck/ Haul to site Placement Cost

\$3.00/ton \$3.00/ton

32.40/ ton \$3.89/ton

12% Markup

\$36.29/ton

1.5% Bond

\$0.54/ton

\$36.83/ ton (Actually billing \$36.75/ ton)

As for the quantity, our estimate was based on what has been placed to date & current field conditions. If AECOM would like us to increase the estimated quantity we can, just let us know - the concrete sand is billed on a unit cost basis, so anything under the estimated cost/ quantity will not be billed. Please let us know what other action needs to be taken, if any. If there is an issue with the above, please let us know so we can stop hauling concrete sand to the site immediately.

Zach Williams J. W. Kelso Company, Inc. 409-740-0266 office 409-740-0268 fax

409-539-2280 cell

From: Baumel, Bruce [mailto:Bruce.Baumel@aecom.com]

Sent: Friday, May 06, 2016 12:55 PM

To: Zach Williams < zwilliams@JWKELSO.COM>; Berdugo, Andres < Andres.Berdugo@aecom.com>; Mackan, Kevin

< <u>Kevin.Mackan@aecom.com</u>>; Nancy Baher < <u>Nancy.Baher@co.galveston.tx.us</u>>; Michael Shannon

< Michael.Shannon@co.galveston.tx.us; Pridgen, James < James.Pridgen@aecom.com

Subject: Fwd: Change order 5 response

Zach,
Please see the attachment.
Thanks,
Bruce

Sent from my iPhone

Begin forwarded message:

From: "Mackan, Kevin" < Kevin.Mackan@aecom.com
To: "Baumel, Bruce" < Bruce.Baumel@aecom.com
Cc: "Berdugo, Andres" < Andres.Berdugo@aecom.com
Subject: Change order 5 response

Bruce,

Attached is AECOM's response to Change order #5.

Thank you,

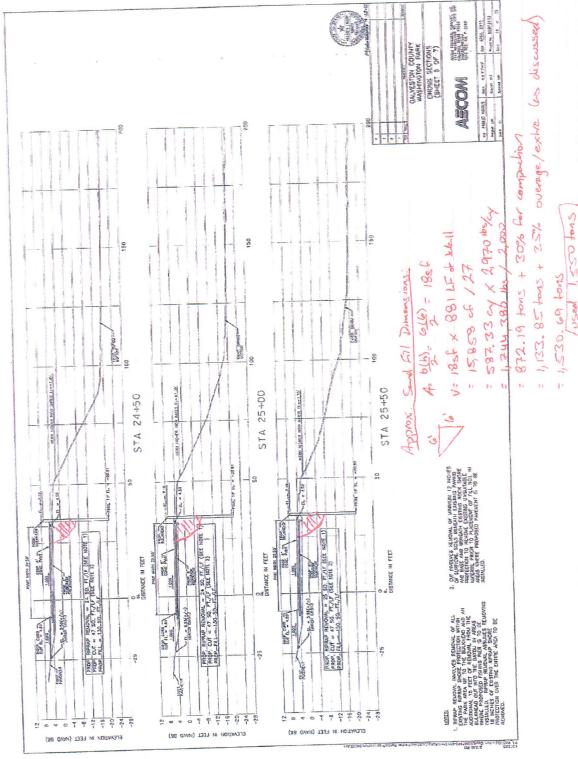
Kevin Mackan, E.I.T.
Graduate Engineer, Water
D+1-713-267-3228
M+1-409-790-2975
kevin.mackan@aecom.com<mailto:kevin.mackan@aecom.com>

AECOM
5444 Westheimer Road, Suite 200
Houston, Texas 77056, USA
T+1-713-780-4100
aecom.comhttp://www.aecom.com/>

Built to deliver a better world

LinkedInhttp://www.linkedin.com/company/aecom_15656 Twitter<a href="http://twitter.com/AECO_M/Linkedin.com/ecom/Aecom/LinkedIn<a href="http://twitter.com/AECO_M/LinkedIn<a href="http://www.facebook.com/Aecom/LinkedIn<a href="http://www.facebook.com/LinkedIn<a hre





Morton, Deborah

From:

Zach Williams <zwilliams@JWKELSO.COM>

Sent:

Tuesday, May 10, 2016 9:46 AM

To:

Baumel, Bruce

Cc:

Subject:

Baher, Nancy (Nancy.Baher@co.galveston.tx.us); Shannon, Michael

(Michael.Shannon@co.galveston.tx.us); Berdugo, Andres; Mackan, Kevin; Pridgen, James

RE: Lee & Joe Jamail Bay Park: Change order 5 response - Need Limit of Placement of

Conc. Sand

Attachments:

20160510091828713.pdf

Follow Up Flag:

Follow up

Flag Status:

Completed

Mr. Baumel -

Please see the attached that explains how the quantity was determined. We believe the quantity has been overestimated, but that was done intentionally. Let me know if this answers the question. Thanks.

Zach Williams
J. W. Kelso Company, Inc.

J. W. Kelso Company, inc

409-740-0266 office

409-740-0268 fax

409-539-2280 cell

From: Baumel, Bruce [mailto:Bruce.Baumel@aecom.com]

Sent: Tuesday, May 10, 2016 6:17 AM

To: Zach Williams <zwilliams@JWKELSO.COM>

Cc: Baher, Nancy (Nancy.Baher@co.galveston.tx.us) < Nancy.Baher@co.galveston.tx.us>; Shannon, Michael (Michael.Shannon@co.galveston.tx.us) < Michael.Shannon@co.galveston.tx.us>; Berdugo, Andres < Andres.Berdugo@aecom.com>; Mackan, Kevin < Kevin.Mackan@aecom.com>; Pridgen, James < James.Pridgen@aecom.com>

Subject: FW: Lee & Joe Jamail Bay Park: Change order 5 response - Need Limit of Placement of Conc. Sand

Zach

Please see the email below and provide that which has been requested.

Thanks,

Bruce

Senior Construction Manager

From: Berdugo, Andres

Sent: Monday, May 09, 2016 10:19 AM

To: Baumel, Bruce

Cc: Baher, Nancy; Shannon, Michael (<u>Michael.Shannon@co.galveston.tx.us</u>); Mackan, Kevin; Pridgen, James **Subject:** RE: Lee & Joe Jamail Bay Park: Change order 5 response - Need Limit of Placement of Conc. Sand

Bruce,

I am good with Kelso's response on the cost breakdown and explanation. All we need is Kelso to show us on the plans the limits where the concrete sand was placed to verify quantities. Once Kelso has provided us this than AECOM can provide its recommendation.

If there are questions please let me know.

Thank you,

Andres Berdugo, P.E.
Project Manager, Water Group
D 713-267-3153 C 936-200-6567
andres.berdugo@aecom.com

AECOM

5444 Westheimer Rd, Suite 200, Houston, TX 77056 T 713-780-4100 F 713-780-0838 Cisco 2413153 www.aecom.com

This e-mail and any attachments contain AECOM confidential information that may be proprietary or privileged. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

From: Zach Williams [mailto:zwilliams@JWKELSO.COM]

Sent: Friday, May 06, 2016 5:26 PM

To: Baumel, Bruce; Berdugo, Andres; Mackan, Kevin; Baher, Nancy; Shannon, Michael

(Michael.Shannon@co.galveston.tx.us); Pridgen, James

Subject: FW: Change order 5 response

Mr. Baumel -

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 Purchase
 \$26.40/ ton

 Truck/ Haul to site
 \$3.00/ ton

 Placement Cost
 \$3.00/ ton

 32.40/ ton

 12% Markup
 \$3.89/ ton

 \$36.29/ ton

 \$36.83/ ton (Actually billing \$36.75/ ton)

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basis, so anything under the estimated cost/ quantity will not be billed. Please let us know what other action needs to be taken, if any. If there is an issue with the above, please let us know so we can stop hauling concrete sand to the site immediately.

Zach Williams
J. W. Kelso Company, Inc.
409-740-0266 office
409-740-0268 fax
409-539-2280 cell

From: Baumel, Bruce [mailto:Bruce.Baumel@aecom.com]

Sent: Friday, May 06, 2016 12:55 PM

To: Zach Williams < zwilliams@JWKELSO.COM>; Berdugo, Andres < Andres.Berdugo@aecom.com>; Mackan, Kevin

< Kevin.Mackan@aecom.com>; Nancy Baher < Nancy.Baher@co.galveston.tx.us>; Michael Shannon

< Michael. Shannon@co.galveston.tx.us >; Pridgen, James < James. Pridgen@aecom.com >

Subject: Fwd: Change order 5 response

Zach,
Please see the attachment.
Thanks,
Bruce

Sent from my iPhone

Begin forwarded message:

From: "Mackan, Kevin" < Kevin.Mackan@aecom.com
To: "Baumel, Bruce" < Bruce.Baumel@aecom.com
Cc: "Berdugo, Andres" < Andres.Berdugo@aecom.com
Subject: Change order 5 response

Subject. Change of act 5 105p 15

Bruce,

Attached is AECOM's response to Change order #5.

Thank you,

Kevin Mackan, E.I.T.
Graduate Engineer, Water
D +1-713-267-3228
M +1-409-790-2975
kevin.mackan@aecom.com<mailto:kevin.mackan@aecom.com>

AECOM
5444 Westheimer Road, Suite 200
Houston, Texas 77056, USA
T+1-713-780-4100
aecom.comhttp://www.aecom.com/>

Built to deliver a better world

LinkedIn<<u>http://www.linkedin.com/company/aecom_15656</u>> Twitter<<u>http://twitter.com/AECO_M></u> Facebook<<u>http://www.facebook.com/AecomTechnologyCorporation></u> Instagram<<u>http://instagram.com/aecom></u>



AGENDA ITEM #39.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department									
1. Date of Request: 6/16,	/16	2. Contract Type:	Expense		Revenue	Other	3. Renewal	Contract:	
4. Department Name: Elec	ctions Divis	ion			5. Department Conta	et: William K	. Sargent		
6. Description: Advertiser Agreement (Billboard)									
7. IFAS PEID No:		8. IFAS Req No:			9. Orgkey: 2103	-114031	10. Object Code:	54492 I	
11. Vendor: Outfront	Media				12. Vendor Contract No:				
13. Requested Legal Review: ☑ Yes / □No (Explain if No)									
Expenditure Budget / Revenue Projections									
14. Fund Nume	15. Fund #	16. Current Year Budgeted	17. Current Year	Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year Projecto	
Election Services Con	2103-11403	FY16							
22. Totals:		\$5,359.00-				-			
	То	Re Compl	eted By Pui	rchasin	g Denartm	ent			
Contract Start Dute: 16	17/16		o Renewal Contract: Yes No	Chasin	TOTAL TOTAL	NIA			
Contract End Date:	13/16	Contract # Issued B	y Purchasing: CM (6195	Form 1295 Certifica	1º#: 2016 -	7074	9	
Contract End Date: 11/13/16 Contract # Issued By Purchasing: CM 16195 Form 1295 Certificate #: 2016 - 70749 BIOCON USED VENDOR NOT IN Signature Right D. Sullivan Date 6/16/16									
Department Head: Dwight D. Sullivan, County Clerk									
		Purchasing Agent:	Andro	130		- le	-16-	16	
County Legal: D114/2016 Contract Listed in Budget Documentation: YES NO									
		County Budget Offi	· Diw	A			07/	4/	
Budget Available and Funds are/will be Available YIS NO									
		County County Aug	litor: S5	Tie			7/1	4/1	

	CERTIFICATE OF INTEREST	ED PART	ΓΙES		FOR	и 1295
	Complete Nos. 1 - 4 and 6 if there are interested part Complete Nos. 1, 2, 3, 5, and 6 if there are no interes			CEF	OFFICE USE	
1	Name of business entity filing form, and the city, of business. OUTFRONT Media LLC	state and count	ry of the business entity's place		ficate Number: -70749	
2	New York, NY United States Name of governmental entity or state agency that being filed.	t is a party to the	e contract for which the form is		Filed: 4/2016	
	Galveston County				Acknowledged:	
3	Provide the identification number used by the go description of the services, goods, or other proposed 2189131 Billboard Ads			fy the co	ontract, and pro	vide a
4	Name of Interested Party		City, State, Country (place of bus	iness)	(check a	f interest
					Controlling	Intermediary
_						
5	Check only if there is NO Interested Party.					
L	A 227 A 477	X				
	AFFIGAVIT PATRICIA F. ENGRACIA Notary Public, State of New York No. 01EN6318380 Qualified in Queens County Commission Expires January 26, 2019	I swear, or	affirm, under penalty of perjury, that the standard of the sta	<u></u>		
	AFFIX NOTARY STAMP / SEAL ABOVE	0 -		ايسس ،	и л	
	Sworn to and subscribed before me, by the said	seal of office.	4-0 , this the _	15	M day of	cine.
	Signature of officer administering oath	Printed name of	Q FUYM (C officer administering oath	recy!	J ASSISI officer administe	ant- ring oath

	ADVERTISE	TERTISER AGREEMENT	ENT			PAGE 1 OF 4	
	CONTRACT NO.: 2189131			DATE: 06/08/16	9		
	ADVERTISER: County of Galveston	ton					
	SALESPERSON: James Saunders (A76)	(9		Client Supplies Production:	roduction: Yes		
OUTFRONT Media 1600 Studemont St. Houston, TX 77007 (713) 862-7652	Copy must meet Production specifications and be received 10 working days prior to each advertising period. THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE	ns and be received 10 working TO BE DISPLAYED HEREU O THE OWNER OF THE LOC	days prior to each NDER IS SUBJEC ATION AS APPL	<i>advertising period.</i> T. TO THE APPROVAL (ICABLE	JF OUTFRONT MEDI	્	
ADVERTISER Acct# 1106858 County of Galveston 722 Moody Avenue (21st St) 5th Floor Galveston, TX 77550 409.770.5371 Attn: Mark Henry	Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with OUTFRONT Media ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company. See Production Information Addendum page for shipping quantities and addresses.	formation Addendum Page and TISERAAGENCY" hereby con g display(s) described below, c the Copy in the form and type: age for shipping quantities and	the OUTFRONT I tracts with OUTFR commencing approvipecified by Comps I addresses.	Media Terms and Condition ONT Media ("Company") timately on the commence uny.	ns of Advertising Servic for the display of advert ment date of the Adverti	e each attached ising ing Period listed	
Market	Media/Location(s)	Size	RP/	Advertising Units Period	No. of Periods	Period Cost	
Houston, TX Bulletins/General Coverage/Unit# 2_1192-0 I-45S .50 mi N/O Fm 646 E/S F/N	nge/Unit# 2_1192-0	14'x48'	317,601	10/17/16-11/13/16	1.00 4W	\$5,359.00	
Special Instructions: Initial install/vinyl included, additional installs \$500 net each. 24HR illumination included.					Net Agreement Total:	\$5,359.00	

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER APPROVES SAME.

	NAME - TITLE
PLEASE PRINT	
DATE	
	DATE

^{*} Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

PAGE 2 OF 4 ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM DATE: 06/08/16

ADVERTISER Acct# 1106858
County of Galveston
722 Moody Avenue (21st St)
5th Floor
Galveston, TX 77550
409.770.5371
Attn: Mark Henry

ADVERTISER: County of Galveston CONTRACT NO.: 2189131

SALESPERSON: James Saunders (A76)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

_		
	Ext. Fab Per Sq Ft	
	Service AE	
	Shipping Address	OUTFRONT Media 1600 Studemont St. Houston, TX 77007 (713) 868-2284 (713) 862-7652
	Shipping Quantity	
	Copy Due Shipping Date Quantity	10/03/16
	Size	
	cation(s)	
	Media/Location(s)	Bulletins/General Coverage/Unit# 2_1192-O I-45S .50 mi N/O Fm 646 E/S F/N
	Market	

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE For Advertiser Agreements and Non-Space Agreements with the County of Galveston

- As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").
- At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser represents and warrants that all advertising materials and content supplied by Advertiser to Company and Owner for display under this Contract (i) are owned or duly licensed by Advertiser and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which Advertiser may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. To the greatest extent permissible under Texas <u>law.</u> Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.
- 3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to

- pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.
- If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.
- 5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
- Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.
- Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract.

In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona Texas and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.

- Invoicing will be rendered monthly in advance dating from the commencement date of the first advertising period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law. Notwithstanding the foregoing, in the event that Advertiser desires to make payment by credit card, Company shall have the right, at Company's option, to either (a) require Advertiser to pay all amounts due or coming due under the Contract on the date of the credit card payment or (b) require Advertiser to set up recurring payments whereby the Advertiser's credit card is charged on each invoice date for the full invoice amount. Notwithstanding anything to the contrary contained herein, to the extent applicable, payment terms shall be subject to Chapter 2251 of the Texas Government Code.
- 9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.
- 10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.
- 11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least

the Guaranteed Display time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.

- 12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.
- 13. If the advertising copy concerns a political, religious or social issue, the Advertiser and Agency shall not make any press release or other public announcement or media outreach regarding this Agreement or the related advertising copy that refers to the Company without the Company's express prior written consent (which consent may be granted or denied in the Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of the Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

Acknowledged and Agreed to I	by:
Advertiser:	Company:

Chapman, Brandy

From: Sargent, William

Sent: Wednesday, July 20, 2016 1:08 PM

To: Chapman, Brandy

Cc: Ross, Mae; Edgar, Renee; Martinez, Dianna; Liechty, Linda; Sullivan, Dwight

Subject: Commissioners Court Agenda Item: Lease of Billboard on I-45 @ FM 646 in Dickinson

using Election Services Fund money

Attachments: CommissionersCARform4OutFrontMediaBillboardLeaseAgreement.pdf

AGENDA ITEM:

APPROVAL OF CONTRACT WITH OUTFRONT MEDIA FOR THE RENTAL OF BILLBOARD SPACE BY COUNTY ELECTIONS TO ADVERTISE THE USE OF THE GALVESTON COUNTY ELECTIONS MOBILE APP DURING THE NOVEMBER ELECTION CYCLE

DISCUSSION:

As we discussed during our workshop with the Commissioners, we want to increase the number of people using our mobile elections application. In order to do so we want to use a number of venues to get the word out to Galveston County Voters. The contract we are asking the commissioners to approve is to secure a specific billboard on I-45 near FM 646 which is a high traffic location and which is clearly visible from the shopping area north of FM 646 and east of I-45. [See images below showing the sign and sign placement]





As suggested in the workshop we are also looking at Public Service Announcement space, but by using PSAs there is no guarantee that the billboards provided will be in high traffic areas of the county. By approving this contact, we are guarantying the one high-traffic location we are seeking. Our intent is to try and supplement this one billboard with others that PSAs.

The funds being used for the lease of this space will come from the Voter Outreach line item in the Election Services Fund, thereby having no impact on the county's general fund.

Attached is a scanned copy of the approved CAR form.

We urge your approval of this request.

Respectfully Submitted

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108

http://www.galvestonvotes.org



AGENDA ITEM #39.b.

Chapman, Brandy

From: Sargent, William

Sent: Thursday, July 21, 2016 11:07 AM **To:** Ross, Mae; Chapman, Brandy

Cc: Edgar, Renee; Sullivan, Dwight; Martinez, Dianna; gustafsonC@vikingpe.com; C. John

Young, Jr. (chair.gcdp@gmail.com); info@jamescrossman.com

Subject: Agenda Item for Commissioners Court - November Election: Recommended Polling

Locations

Attachments: 2016NOV_ED_pollingplacesRECOMMENDATIONS2CommissionersCourts.xls;

2016NOV_EV_pollingplacesRECOMMENDATIONS2CommissionersCourts.xls

AGENDA ITEM FOR COMMISSIONERS COURT:

APPROVAL OF SEVENTEEN EARLY VOTING AND THIRTY EIGHT ELECTION DAY VOTE CENTER POLLING LOCATIONS FOR THE NOVEMBER 8, 2016 GENERAL ELECTION

DISCUSSION:

We are recommending the use of the 34 Election Day Vote Center polling locations that the parties used in the March 1, 2016 primary elections plus four additional locations. The additional four locations are:

- <u>Santa Fe High School</u>, SFISD plans on contracting with us to conduct their November election. By adding this polling location it gives the voters three (not two) Election Day polling locations in the city while assisting SISD in getting votes in its election.
- <u>College of the Mainland</u> is a location we have used in the past and allows us to reach faculty and students alike.
- <u>Dickinson City Hall</u> has also been used in past elections on Election Day and helps relieve some of the high voter turnout at the Dickinson Community Center.
- We used the <u>League City Fire Station #4</u> on Bay Area Blvd. for the League City local election earlier this year and it worked well. With a high turnout election anticipated, we are suggesting the use of this polling place in order to provide a location between Friendswood and League City proper while hopefully helping relieve some of turnout at the Creekside Intermediate voting location.

The seventeen Early Voting polling locations are the same ones we normally use for large turnout elections.

We have shared our recommendations with the Republican and Democratic Party Chairs and they are both in agreement with our recommendations.

[Please see the attached lists showing our recommended polling locations]

Respectfully submitted

Sarge

Bill "Sarge" Sargent Chief Deputy Clerk for Elections Office of the County Clerk 600 59th Street, 2nd Floor Galveston, TX 77551 409-770-5108 http://www.galvestonvotes.org



		ELECTION DAY NOVEMBER 3	NOVEM	BE		2014						
First Name	l ast Name	Address	City	ţ.	Zin	Ocation	Party/ Bilingua	Party/ Bilingua Contact #	Cell	Cell E-Mail	Confidential Sign off	2014 Primary
		_	6110	5)		2			, m
John	Speich	P.O. Box 2204	Crystal Bead Tx 77650	ř		Joe Faggard	R	281-772-0955				
Minnie	Sanders	P.O. Box 2961	Gilchrist	ΧL	77617	Joe Faggard	R	713-927-6358				
Rayna	Reagan	P.O. Box 22	High Island	ř	Tx 77623		٥	409-286-5782	409-939-0624	0624		
Donna	Sims	P.O. Box 2017	Crystal Bead Tx		77650	Joe Faggard	D	409-684-0407	713-206-4585	4585		
Steve	Napier	820 Sealy	Galveston	×	77550	Rebeccah Sealy	Q	409-692-4434				
Scott	Apley	4905 34th St.	Dickinson	Τ×	77539	Rebeccah Sealy	R	936-714-5873				
Pat	Hypolite	3021 Ave. K	Galveston	Τ×	77550	Gal Co Courthous	D	409-256-7181				
Tom	Perry	910 91st St.	Galveston	ř	77551	Gal Co CourthouseR	R	409-939-4481				
Johnnie Mae Fields	e Fields	5428 Menard St.	Galveston	×	77550	Gal Co Courthous	D	409-877-6528				
Mary Lou	Perry	910 91st St.	Galveston	×	77551	Gal Co CourthouseR/Bi	R/Bi	409-939-4481				
Melissa	Moreno	102 Strand #27	Galveston	ĭ	TX 77550	Gal Co Courthous D/Bi	D/Bi	409-457-4227				
						Gal Co Courthouse						
Patricia	Brannin	7109 Youpon Dr.	Galveston	×	77551	Gal Co Courthouse		409-766-3888	409-466-8808	8088		
Shirley	Russell	3509 Ave. L	Galveston	×	77550	L A Morgan ElemeD		409-789-8605				
Beau	Bossert	4305 Jolly Roger Rd.	Galveston	ĭ	Tx 77554	L A Morgan ElemeR	R	409-737-5744	409-370-0544	0544		
Eddie	Ites	3815 Ave. Q 1/2	Galveston	Τ×	77550	L A Morgan ElemeD	D	409-256-9184				
Sharon	Holmes	1913 39th St.	Galveston	×	77550	GISD Administrati	D	409-762-1392	409-457-1795	1795		
Robert	Kerr	1711 - 49th St.	Galveston	ř	77551	GISD Administration	R	409-744-0236				
Juan	Baigen	3013 Kleimann	Galveston	ř	Tx 77554	GISD Administrati R/Bi	R/Bi	409-744-3111				
Patti	Smith	6416 Ave. O	Santa Fe	ř	77510	GISD Administration	R	409-770-6254				

						GISD Administration					
Pauline	Williams	1410 35th St	Galveston	Ľ	77550	Alamo School D	(409-256-1734			
Shawn	Phillips	2020 36th St. North #Texas City		Ľ	77590	Alamo School R	}	409-939-6730		410-361-0345	
John	Robbins	3325 Sealy	Galveston	Ľ	77550	Alamo School R	,	409-789-1416	Bil		
Linda	Alcorn					Alamo School					
Lillie Ann	Aleman	3305 Ave. Q	Galveston	.' ×1	77550	Moody Methodist D	(6898-292-604	409-771-2101		
Jean	Sargent	6 Colony Park Dr.	Galveston	Ľ	77551	Moody Methodist R		409-750-1947			
Mary Jean	Sargent	6 Colony Dr.	Galveston	.' ×1	77551	Moody Methodist R		409-502-9751			
Anna Leigh	Sargent	6 Colony Park Dr.	Galveston	Ľ	77551	Moody Methodist R	}	409-502-2344			
Donna	Petri	6352 Sea Isle	Galveston	×Ι	77554	Moody Methodist R		281-804-1067			
Audrey	Cumby	P.O. Box 671	LaMarque	Σ	77568	Weiss	(409-938-8010	832-264-1763		
Rita	Boyer	2493 Ave. A	San Leon	Τ×	Tx 77530	Weiss	,	281-337-5646			
Larry	Krc	1210 Montgomery St.	La Marque	×	77568	Weiss	\	409-935-5700			
Jerry	Jackson	9162 Jamaica Beach	Jamaica Bea TX		77554	Seaside Baptist R	,	409-996-1822			
Olivia	Payton	3002 69th St. K-1	Galveston	Ľ	77551	Seaside Baptist D	(409-599-2918			
Zoila	Contreras	4507 R 1/2	Galveston	Ľ	77551	Seaside Baptist D	(409-457-9306			
Linda	Dorsey	5804 T 1/2	Galveston	ř	77550	Seaside Baptist D		409-744-9662			
Brenda	Gutierrez	314 Bora Bora	Tiki Island	×	77554	MUD12 Building R	,	409-908-9707			
Ruby	Wulf	8023 Leigh Rd.	Hitchcock	Ľ	77563	MUD12 Building D	(409-948-1156			
Jean	Jardine	1315 Outrigger	Tiki Island		77554	MUD12 Building R	}	409-933-9835	713-562-2728		
Betty	Mathison	11912 13th St.	Santa Fe	Ľ	77510	MUD12 Building	Ind.	409-925-2062			
Diana	Fox	2427 Clark Dr.	La Marque	Ľ	77568	MUD12 Building R	\	409-692-0631			
Paula	Crouse	300 Ling	Bayou Vista Tx		77563	Greater St. MatthdD		409-789-9000			

Amanda	Price	2116 Kings Way Dr.	League City Tx		77573	Greater St. MatthdD		281-728-3942		
Frances	Perez	319 Winding Oak	League City	Tx	27573	Greater St. Matth		832-541-6341		
Wanda	Delesandri	2703 Hwy 646 N.	Santa Fe	ř	77510	West Co. Bldg.		409-789-0375		
Vivian	Ewing	3425 - S	Santa Fe	×	77510	West Co. Bldg.	_	409-925-3016		
Alma	Ronning	12030 28th St.	Santa Fe	Τ×	77510	West Co. Bldg.		409-925-1096		
Shirley	Haney	2902 Ave. J	Santa Fe	ř	77510	West Co. Bldg.		409-925-1774		
Sylvia	Szanyi	P.O. Box 369	Santa Fe	ř	77510	West Co. Bldg. D	D/Bi	409-766-0249		
Patricia	Krc	1210 Montgomery St. La Marque	La Marque	Τ×	77568	West Co. Bldg.		409-932-5700		
Jason	Delgado	2201 5th Ave. North	Texas City	Τ×	77590	Runge Park		512-657-7189		
Rosie	Benavidez	7803 Ave. C	Santa Fe	Τ×	77510	Runge Park D	D/Bi	409-927-2148		
Diamantina	Mata	710 19th Ave. N.	Texas City	Τ×	77590	Runge Park D	D/Bi	409-256-1307		
Mary Helen	Slone	P.O. Box 877	Santa Fe	Tx	77510	Runge Park		409-925-2541	409-682-0090	
Sharon	West	7015 Anderson St.	Texas City	×	77591	La Marque City HaD		409-443-1705		
Tess	Arrington	2310 Clark Dr.	La Marque	Τ×	77568	La Marque City HaR		8082-86-604		
Jay	Arrington	2310 Clark Dr.	La Marque	×	77568	La Marque City HaR		8082-86-604	409-771-3341	
Henry	Perry	7207 Plover Cr.	Texas City	ĭ	77591	La Marque City HaD		409-739-0298		
Josephine	Hernandez	2427 19th Ave. N	Texas City	ř	77590	La Marque City HaD/Bi	/Bi	409-457-1471		
Alta	Caligone	918 N. Sparrow Way	Texas City	ř	77591	Carver Park CommD		409-933-0553	409-789-5799	
Nancy	Goodwin	1814 - 17th Ave. N.	Texas City	×	77590	Carver Park CommR		409-948-9617		
David	Goodwin	1815 - 17th Ave. N.	Texas City	×	06522	Carver Park CommR		409-948-9617		
Donna	Bickham	7520 Caldwell St.	Hitchcock	×	77563	Carver Park CommD		409-789-5798		
ChristyAnne	Dickson	One 18th Ave. N.	Texas City	ř	77590	Calvary Baptist ChR		409-789-2295		

Sherronda	Randle	3503 Oleander Ave.	Texas City	×	77590	Calvary Baptist ChD		409-770-3404		
Otilia	Romero	213 7th St. North	Texas City	ĭ	77590	Calvary Baptist Ch R/Bi	/Bi	409-949-9012		
Rita	Boykin	2918 - 18th Ave. N	Texas City	Tx	17590	Nessler Center D		409-945-5314	409-370-1234	
Ian (Catherir <mark> </mark> Lloyd	Lloyd	3021 3rd Ave. N.	Texas City	Tx	17590	Nessler Center R		406-948-6904	409-692-3583	
Barbara	Hudnall	2206 17th St. N.	Texas City	Τ×	06522	Nessler Center D		409-945-6071		
Mary Lou	Garcia	3404 9th Ave. N. At. #Texas City	Texas City	Τ×	77590	Nessler Center D	D/Bi	409-965-0135		
Mary	Swindell	1990 St. Edmonds CrdDickinson	Dickinson	Τx	77539	Nessler Center R		281-337-3066		
Beth	Stinson	2927 19th Ave. N	Texas City	Τx	77590	Nessler Center R		409-925-2062		
Jerome	Anderson	4002 18th St. N.	Texas City	Tx	77590	Nessler Center R		409-945-2248		
Karen	Stephens	2309 - 37th Ave. N	Texas City	Τ×	77590	T C Fire Station R		409-948-1435	409-771-3056	
Melvin	Buster	309 S. Fulton	Texas City	Τ×	77591	T C Fire Station D		409-526-6074		
Shaun	Winston	5113 Royal Oak Dr.	Texas City	Tx	77591	T C Fire Station D		409-692-5931		
Celeste	Gray	2913 16th Ave.	Texas City	Τ×	06522	T C Fire Station R		C 409-256-8139bil	lid	
Janie	Alaniz	2409 Quaker	Texas City	ĭ	77590	T C Fire Station R/	R/Bi	409-771-3457		
Mark	Lardas	170 Highland Terrace League City Tx	League City		77573	Bay Colony Eleme		409-356-3286		
Sue	Trahan	235 River Basin	Dickinson	Τ×	77539	Bay Colony Eleme		281-337-6423		
Maxine	Jones	2016 Martin Luther K Dickinson	Dickinson	Τ×	77539	Dickinson Comm. D		281-229-8084		
Wayne	Crowson	8004 Melody Ln.	Dickinson	ĭ	77539	Dickinson Comm. R		281-534-4360		
Nancy	Baumann	1859 Bent Creek Ln.	League City		Tx 77573	Dickinson Comm. R		713-530-2754		
Gwen	Erskin	2128 Green Lee Ln.	Dickinson	Τ×	77539	Dickinson Comm. D		281-337-5352		
David	Phillips	P.O. Box 982	Bacliff	Tx	77518	San Leon VoluntedR		409-771-3005		
Elizabeth	Boatman	529 Baker Ave.	Bacliff	ĭ	77518	San Leon Volunted D		281-339-2361		
Paula	Smith	4919 Chase Stone Dr. Bacliff	Bacliff	×	77518	Bacliff CC R		281-488-8880		
Jackie	Daniels	4811 Palmetto	Bacliff	ĭ	7751	Bacliff CC D		832-525-6255		

	4750 4th St.	Bacliff	×	77518	Bacliff CC	D	832-498-9845	
2201 Colonial Ct. N	Ге	League City	Tx	77573	Kemah Communit R	R	713-208-9527	
3723 Bayou Circle Dic	Dic	Dickinson		77539	Kemah Communit D	D	281-337-4766	
2117 Tealbay Bend D League City	Lea	gue City	Tx	77573	Kemah Communit R/Bi	R/Bi	281-554-9530	
2203 Colonial Ct. S Lea	Геа	League City	Tx	77573	Kemah Communit	R	713-689-0356	
503 Mariners Dr. Ken	Ken	Kemah/LC	×	77656	Kemah Communit R	R	281-334-2162	
2133 Fenwood Ave. Kemah	Ken	nah	×	77565	Harborview Care ((R	281-334-8908	
2701 Ave. H Street Dick	Dick	Dickinson	Ϋ́		Harborview Care (D	D	832-221-6535	
404 Twin Timbers Ln.Kemah	Kerr	ıah	Tx T		Harborview Care (qR	832-385-3318	
102 Lakeside Dr. Kemah	Kem		ř		Harborview Care (R	2	281-703-5167	
72 Harbor Ln. Kemah	Kema	d.	×	77565	CCISD	~	281-734-3223	
	Dicki	nc	×		CCISD	D/Bi	281-309-5059	
3115 Ash Dr. Dicki	Dicki	Dickinson	×	77539	CCISD	D	713-376-7231	
t Pearl Dr.	Leag	τŞ		~	Hometown Hero's R	R	281-554-2381	
P.O. Box 634 Dicki	Dicki	Dickinson	×	77539	Hometown Hero's D	D	281-337-4103	
Spells-Simm 2704 Ave. S Dickinson	Dicki		ř	77539	Hometown Hero's	D	281-337-4382 832	832-226-7198
995 Astoria Ln. Leag	Leagu	League City	ř	77573	Hometown Hero's R	8	281-332-4793	
695 Davis Rd. Leag	Leag	League City Tx		77573	League City InternR	R	713-539-2380	
3725 Pabst Dicki	Dicki	Dickinson	Ľ	77539	League City Intern D/Bi	D/Bi	713-516-8927	
16718 Selder Dr. Frier	Frie	Friendswoo Tx		77546	League City InternD	D	281-827-4201	
2124 Autumn Cove DLeague City Tx	Leag	gue City		77573	LC Civic	R	281-334-2405	713-885-4361
556 Cedar Fork Dr. Lea	Lea	League City Tx	×	77573	LC Civic	Ind.	832-632-1523	
2124 Autumn Cove DLeague City	Lea	gue City	Tx		LC Civic	R		
2117 Tealbay Ln. Leag	Lea	League City Tx 7757	ř	3	LC Civic	R/Bi	713-775-9189	

	Canion	109 Brigadoon	Friendswoo	_	77546 (Calder Road F	8	713-775-9189			
Barbara	Murray	d Dr.	League City Tx	Tx 77	77573 (Calder Road	۵	832-423-9458			
Shirley	Freeman	7402 Mallard Dr.	Texas City T	77 XT	77591 (Calder Road	D	409-938-8459	409-739-3171		
	Whitaker	7302 Robin Ln.	Texas City 1	Tx 77	77591 (Calder Road	D	409-935-3569	409-739-9355		
Rachel	Almendarez	Almendarez 835 Algoa-Friendswo Alvin		Tx 77	77511 (Calder Road F	R/Bi	409-761-0007			
Nita Kay	Navarette	518 Pine Creek	Friendswoo Tx		77546 (Calder Road F	R/Bi	281-992-4963			
Georgia	Dismukes	123 Brittany Colony D League City	League City	Lx 7	77573 (Calder Road	Ind.	281-253-1096			
Sharon	Sands	2113 Yorktown Ct. N. League City Tx	League City	Tx 77	77573 E	Bauerschlag ElemeR	~	281-316-1582	281-483-0123		
Bette	Specion	5908 Country PI.	League City 1	Tx 77		Bauerschlag Elem	0	281-332-3961			
Nancy	Reiser	515 Country Ln.	League City Tx	Tx 77		Bauerschlag Elem	0	281-332-8075			
Martha	Cisneros - Ca	- Ca 2179 Brittany Colony League City	League City	77 XT		Bauerschlag Elem D/Bi	J/Bi	713-542-5332	409-986-5612	5-5612	
	Lin	317 Oak Forest Dr.	League City Tx	Tx 77	77573	1	R	281-508-4082			
Scott	Guzman	11 Ravenknoll Ct.	League City 1	Tx 77	77573 (Creekside IntermeR	~	832-221-8415			
Norma	Ramos	2109 Pleasant Palm dLeague City Tx	League City	Tx 77	77573 (Creekside IntermeD/Bi	J/Bi	832-385-6013			
-ynette	Burns	1701 Destin Ln.	Friendswoo Tx		77546 F	Friendswood City F	R	281-992-3757	281-796-7568	5-7568	
Karen	Van Auken	308 Sedora Dr.	Friendswoo Tx	Tx 77	77546 F	Friendswood City	D	281-482-4339			
Sonia	Hernandez	121 St. Cloud	Friendswoo Tx			Friendswood City	D/Bi	713-377-3124			
	Carrillo	314 Parkwood Village Friendswoo Tx	Friendswoo	Tx 77		Friendswood City F	R	281-992-2429			
Morris	Carrillo	314 Parkwood Village Friendswoo Tx	Friendswoo	Tx 77		Friendswood City F	R	281-992-2429			
Rosa	Octaviani	2412 San Augustine L Friendswoo Tx	Friendswoo		77546 F	Friendswood City F	R/Bi	281-787-9243			
Elizabeth	Stacy	706 Quaker Dr.	Friendswoo	Tx 7	77546 F	Friendswood City F	R	713-305-7411			
rah (Wi	Deborah (Wi <mark></mark> Chaney	1008 Applewood Dr.	Friendswoo	Tx 77	77546	Amoco FCU	R	281-224-7800			
Harrette	Howard	1810 Valero St	Friendswoo			Amoco FCU	D	713-824-6061			
Marilyn	Thomas	1537 Sun Meadow BeFriendswoo Tx 77546	Friendswoo	Tx 77		Amoco FCU	R	832-506-0055			

Kenneth	Howard	1810 Valero St	Friendswoo Tx	'x 77546	a	832-52	832-526-0261		
EVBB									
Trained									
Confirmed									
Extra Oersib									
Extra People									
EVBB last time	ne								
Barbara	Drummer	1818 Kemah Oaks Dr. Kemah	Kemah	77565		281-33	281-334-4698		
Detty Jo	Dyda	4913 Fannin Dr.	Galveston	77550		409-73	409-739-3711		
Angie	Abbott	4 Tradewinds Dr.	Galveston	77551		409-7	409-741-0254		
Karen	Elrod	1009 - 14th Ave. N.	Texas City			409-35	409-354-0528		
Loa	Meredith	556 Fork Dr.	League City	77573		832-63	832-632-1523		
Penny	Ignazio	6160 Granger Ln.	League City	77573		832-70	832-704-6972		
Kathleen	Nenninger	2430 Thorndon Pakr League City	League City	77573		281-33	281-334-4418		
Haroon	Malik	3927 Wagon Rd.	Dickinson	Tx 77539	Greater St. Matth∉R/Bi		832-340-1755		

Mary	Castro		Galveston	Τ×		L A Morgan ElemeD/Bi		409-762-0141	
Wilda	Newbrough	Newbrough 504 Fairdale St	Friendswoo Tx		77546	Amoco FCU D		281-615-1339	
Emma	Jaramillo	4608 E. 30th	Dickinson	X	77539	San Leon Volunted R/Bi		281-543-6037	
Tony	Poynor		Bacliff	×	77518	San Leon VoluntedR			
Donnis	Ottinger	7310 Ave. E	Santa Fe	×	77510	Runge Park R		409-925-2631	
Sherry	Ottinger	7310 Ave. E	Santa Fe	×	77510	Runge Park R		409-925-2631	
Catherine	Ordener	1902 Dove Ct.	Friendswoo		77546	Amoco FCU D		281-996-0527 832	832-893-2077
Mary Ann	Malfa	2811 Jeb Stuart Dr.	League City Tx			Creekside IntermeD		281-554-2948	
Eric	Thornton	2130 Pecan Dr.	Dickinson	·	17539	Bay Colony Eleme		281-910-1266	
Angie	Nuno	2197 Longspur Ln.	League City Tx	ĭ		Amoco FCU R/Bi		409-996-0383	
Mattie	Peters	515 Grafton	La Marque	×	895//	Carver Park CommD			
Olga	Reategui	2120 Balsam Lake Ln. League City		Tx	77573	Carver Park CommR/Bi	3i	832-272-2885	
Johnnie	Hayes	7506 Carver Ave.	Texas City	Tx	77591	Carver Park CommD		409-932-8056	
Avys	Poe	4616 Ave. L	Galveston	·	77551	Rebeccah Sealy Ind.		409-939-2048	
Shirley	Thornel	5005 Crockett Blvd.	Galveston	×		Rebeccah Sealy R		512-554-8620	
Joyce	Marchi	2509 Gerol Dr.	Galveston	ΣL	77551	Moody Methodist R		409-771-7705	
Waneta	Rodefeld	15117 Walnut	Santa Fe	×		Calvary Baptist ChR		409-925-2838	
Ray	Suffron	139 Spinnaker Dr.	League City	×	77573	Creekside IntermeR		281-338-1941	
Bobbie	Bradshaw	1726 Oak Meadow D Kemah		Σ	77565	LC Civic R		281-576-2118	
Silvia	Murphree	6180 Warrington Ln.	League City	ř		Harborview Care dD/Bi	3i	832-338-6877	
Brenda	Hagler	2723 Rose St.	Dickinson	×		Dickinson Comm. D		281-508-2581	
Mike	Smith	4919 Chase Stone Dr. Bacliff		×	77518	Bacliff CC R		281-488-8880	
Dolores	Sanchez	8001 Jonquil Dr.	Texas City	×	77591	Bacliff CC D/Bi	3i	409-771-3457	
Gabriel	Olvera	6180 Warrington Ln. League City Tx	League City	ř	77573	Harborview Care (D			
Brenda	Streeter	2920 Port Rose Ln.	League City Tx	×	77573	Hometown Hero's D		832-729-6023	
Nathaniel	Brown	6710 Meadow Pl. Dr. Hitchcock		·	21263	LC Civic D		409-226-0948	
Pat	Schmidt	2608 Ave. O	Galveston	XL	77550	Moody MethodistR		281-534-3526	
Florence	Canion	109 Brigadoon	Friendswoo Tx	ř	77546	Calder Road R		281-482-6520	
Dennis	Nichols	9351 Jamaica Beach	Galveston	×		Gal Co CourthouseR		409-945-4832	
Joseph	Berbel	4827 Austin Dr.	Galveston	×	77551	D		409-457-0449	
Carolyn	Battle	4708 Caduceus Pl.	Galveston	ř	77551	Seaside Baptist ChD		409-744-8008	

	Hiles	3700 83rd St. #5	Galveston	ΧL	77551	Weiss	R			
Margaret	Canavan	3823 Ave. P	Galveston	×		Seaside Baptist ChD/Bi	J/Bi	409-457-9130		
Virginia	Jones	9162 Jamaica Beach	Jamaica Bea Tx		77554	Seaside Baptist ChR	۲	409-996-1822	214-288-2358	
	Turnbow	2925 Gulf Frway S. St League City Tx	League City	ř	77573	League City Interm R/Bi	3/Bi	832-316-5262		
	Stevens	918 Almond Pointe	League City	Τ×	77573	League City InternR	3	281-948-6014		
Tonya	Kloesal	1922 17th Ave. North Texas City	Texas City	Ϋ́	06522	League City InternR	3	409-908-9988		
Lucinda	Gonzales	5113 R 1/2	Galveston	Τ×		Greater St. MatthdD/Bi	J/Bi	409-256-8483		
Norma	Malik	3927 Wagon Rd.	Dickinson	T×	77539	Greater St. Matth D/Bi	J/Bi	832-340-1755		
Addie	Pappous	22 Cedar Lawn N.	Galveston	T×	77551	4	R	409-771-2470		
Jann	Compton	2617 Ave. K	Galveston	×	77550	L A Morgan ElemeD)	409-762-1416		
	Heidel	18502 Warrior Drive	Galveston	Ϋ́	77554	L A Morgan ElemeR	3	409-443-5074		
Tony	Clements	5928 Ave L	Santa Fe	Tx	77510	Runge Park	R	409-789-5802		
Anthony	Holmes	6717 Fairwood Rd	Hitchcock	Tx	77563]	D	281-854-4195		
Alma	Acosta	2829 33rd Ave. North Texas City	Texas City	Tx	06522	4	R/Bi	409-948-0242		
Jenifer	Leonpacher	Leonpacher 119 Quayside Drive	Galveston	Tx	77554	Moody Methodist R	3	C409-682-0062		
Nancy	Attaway	5176 Jamaica Beach	Galveston	Ϋ́	77554	Moody Methodist R	3	409-974-4870		
Maria S.	Flores	5611 Frasier Ave.	Galveston	×		Moody Methodist D/Bi	J/Bi	409-761-0851		
Catherine	Polk	620 Studio Dr.	La Marque	ř	77568	<u></u>	R	409-935-2982		
	Guzman	8010 Hiway 6 Apt. B-	Hitchcock	×	77563	Ţ	D	409-497-6262		
Rosalie	Terry	1222 Veronica	La Marque	×	77568	F	R	409-935-6627		
Felicitas	Jaramillo	414 Buttonwood Dr.	Texas City	Ϋ́	77591]	D/Bi	409-789-3559		
Josie	Gracia	P.O. Box 1568	Dickinson	×	77539	F	R/Bi	281-534-2170		
David	LeCompte	5901 Ave. L	Santa Fe	Ϋ́	77510	F	R	409-316-1073		
Tommye	Randolph	P. O. Box 1891	League City Tx		77574	<u> </u>	R	281-299-3128		
Elizabeth	Hughes	5210 Kingsmill Rd.	Friendswoo		77546	F	R/Bi	713-576-9469		
Melinda	Zeek	902 Rosewood	Dickinson	Ϋ́	17539	I	R	832-315-9396		
Linda	Jansen	1029 17th Ave. N.	Texas City	Τ×	77590]	D	409-945-2898		
Alicia	Youngblood	Youngblood 2013 Castle	League City Tx		77573	F	R	281-413-6172		
Katrina	Evenhouse	306 Benson Rd.	Dickinson	×	77591	F	R	281-554-5880		
Isabel	Farias	506 Dawn Dr.	League City	ř	77573	E	Bi	832-512-1718		
Cindi	Hallcom	329 S. Amburn Rd.	Texas City	ĭ	Tx 77591	4	R	409-229-1167		

Jackie	Cornish	1108 Lilac St.	La Marque	Ľ	77568	Ω	409-938-0219	
Suzette	Bettencourt	Bettencourt 6718 FM 646 South	Santa Fe		77510	R/Bi	409-925-7509	
Marilyn	Mason	8514 Shiloh St.	Texas City	Ľ	77591	D	985-290-1967	
Tommy	Turnbow	2925 Gulf Frway S. St	St League City	ĭ	77573	R/Bi	713-882-3312	
Gail	Akins	403 David	Friendswoo Tx	×L	77546	D	281-992-3477	
Keith	Gibson	426 Tahiti	Tiki Island		77554	R	281-332-2232	
Lorraine	Williams	5602 Mitchell Ln.	La Marque	Ľ	77568	D	409-392-0846	
Norma	Byous	2026 Fairfield Ct. Sou League City	League City	ĭ	77573	R	281-332-4681	
Linda	Walker	7711 Bering St.	Hitchcock		77563	R	409-621-6244	
Carmen	Melchor	2612 8th Ave. North	Texas City		77590	D/Bi	713-540-8655	
Michael	Adams	1116 Downing Cr.	League City	Tx	77573	R	713-303-0574	
Don	Zeek	902 Rosewood	Dickinson	Tx T	77539	R	713-264-1682	
Shirley	Josey	7202 Wren Cr.	Texas City		77591	D	409-256-6351	
Emogene	Rodriguez	P.O. Box 32	Port Bolivar Tx		17650	D/Bi	409-457-7831	
Darrio	Cuartas	538 White Wing Ct.	Dickinson		77539	R/Bi	832-723-3588	
J.D.	Roberts	20 Adler Circle	Galveston	Tx T	77551	R	409-762-6548	
Aurora	Walker	P.O. Box 465	League City	ř	77573	R/Bi	281-667-7594	
Betty	Middleton	2325 Anders Lane	Kemah		77565	R/Bi	281-538-6938	
Darrell	Middleton	2325 Anders Lane	Kemah	Ľ	77565	R	281-538-6938	
Helen	Childs	410 Windsor Dr.	Friendswoo Tx		77546	D	281-996-7896	
Grace	Pesek	420 Glenlea Dr.	Friendswoo Tx	ř	77546	R/Bi	832-725-3796	
Juan	Lozano	5605 Lone Star Court League City	League City	ř	77573	D/Bi	281-332-5142	
Mary Fae	McKay	901 Quaker Dr.	Friendswoo Tx	×	77546	D	281-482-9061	
Maria	Morales	302 Green Oaks Dr.	League City	Тх	77573	D/Bi	832-771-5015	
Mike	Guerrero	301 Crystal St.	League City Tx	×	77573	R	281-910-0096	
Ellen	Price	68 Harbor Ln.	Kemah	Ľ	77565	R	281-332-0014	
Rachel	Hernandez	11007 32nd Ave. N.	Texas City	Ľ	77590	D	409-771-7231	bil
Garry	Smith	8114 Leigh	Hitchcock	×	77563	Ω	409-750-1553	
Claudette	Stinson	4127 Ball St. Apt. #K-; Galveston		ř	77550	О	409-795-4394	

Umberger Umberger Bliss Caldwell Mentor Io Diaz Boudreaux Benoit Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo e Simmons Shiloh Pool Pool			Tx 77573 Tx 77573 Tx 77546 Tx 77565 Tx 77590 Tx 77593 Tx 77573 Tx 77573	x x x	281-339-7555 281-339-7555 832-526-0261 Bil	
Umberger Bliss Caldwell Mentor do Diaz e Boudreaux e Benoit Hardy nie McFerren Stevens Balderas Carrio Collazo ce Simmons Shiloh Pool Pool			77573 77546 77565 77590 77593 77573 77573	ж ж		
Bliss Caldwell Mentor do Diaz do Diaz Benoit (Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		riendswoo Tx kemah Tx exas City Tx lockinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77546 77565 77590 77593 77573 77573	R		
Caldwell Mentor do Diaz Benoit Benoit (Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo ce Simmons Shiloh Pool Pool		cemah Tx exas City Tx Dickinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77565 77590 77593 77573 77590 77573			
do Diaz Boudreaux Benoit Benoit (Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX	77590 77593 77573 77590 77573	D	832-474-5953	
e Boudreaux Benoit Benoit (Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		iewas City Tx Dickinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77590 77593 77573 77590 77573	R	832-375-9237	
Renoit Rele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Collazo Collazo Collazo Pool Pool Pool		eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77593 77573 77590 77573	R	409-945-5780	
(Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool	35	eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77573 77590 77573	D	281-877-2430	
(Fele's Salazar Hardy Hardy Stevens Balderas Carrio Collazo Collazo Collazo Shiloh Pool Pool Pool Villarreal		eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX	77590 77573	D	5	
Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77573	D		
Stevens Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City Tx eague City Tx eague City Tx eague City TX		R		
Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX eague City TX eague City TX	77573	R		
Balderas Carrio Collazo ce Simmons Shiloh Pool Pool		eague City Tx.	7757	R	281-948-6014	832-264-1763
Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX	77573	D	832-573-8189	
Collazo Ce Simmons Shiloh Pool Pool Villarreal			77573	R	713-303-0574	
Shiloh Pool Pool Villarreal		Galveston Tx	77550	D	713-828-0080	
Shiloh Pool Pool Villarreal		Texas City Tx	Tx 77591	D	832-718-9533	
Pool Pool Villarreal	somwood DL	4416 Blossomwood 🛭 League City Tx 7757	77573	D	409-938-8459	
Pool Villarreal		Bacliff Tx	77518	R	713-806-3841	
Villarreal		Bacliff Tx	Tx 77518	R	713-806-3842	
		Bacliff TX	TX 77518	R	832-738-6717	
Cristina Kodriquez 8027 Henc	8027 Henck Ave.	Hitchcock Tx	7756	D	409-256-9152	
Christopher Harrell 512 Broadway		San Leon Tx	Tx 77539	D	281-299-7772	409-457-1471
Joseph Fallaice 2231 Bay H	2231 Bay Haven Way	League City Tx	Tx 77573	D	281-538-1184	
Diane Mendenhall P.O. Box 9273		Bacliff	7751	R	832-848-1400	
Luis Garcia 922 Azalea Pointe		League City Tx 7757	77573	R	281-316-9264	
Margaret Canavan 3823 Ave. P		Galveston Tx	Tx 77550	D	409-762-0197	
Lucy Vasquez 509 Walnut		La Marque Tx	92//	D	409-938-7849	
Wendy Krnavek 5925 646 South		Santa Fe Tx	Tx 77510	D	409-925-0645	
Linda Price 1263 Blue	1263 Blue Heron Dr. B	Bayou Vista Tx 7756	77563	D		

Tammy	Hernandez	514 6th Ave. N.	Texas City	Tx 7	77590	R			
Maria DoloreValdez	Valdez	7604 Ave. E	Santa Fe	Tx 7751	77510	R	409-925-3966		
Joe	Collazo	1613 20th St.	Galveston -	Tx 7	77550	D	713-828-0081		
Linda	Delaney	7513 Leeward Dr.	Galveston -	Tx 7755	77551	R	409-741-7795		
Lillie	Little	4317 Ave. K	Galveston -	Tx 7755	77550	Q	409-762-6548		
Bernadette	Rogers	1127 Ave. M	Galveston -	ī,	Tx 77550	D			
Lewis	Smith	7610 Ave. L	Santa Fe	7× 7	17550	Ind.	832-221-2657		
Janice	Watson		Galveston -	Τ×		Q	713-851-0861		
Linda	Jansen	1029 17th Ave. N.	Texas City	Tx 7	77590	D	409-945-2898	1 Bil	
Millie	O'Neal	7417 Mockingbird Ln Texas City		Tx 7	77591	D	409-935-4815		
Sara	DelPozo	206 Greenbriar Ave.	Friendswoo Tx 7754	Tx .	77546	Q	281-996-8965 7	713-553-9817	
Judy	Ricketts	10215 Schaper Rd.	Galveston -	X	77554	Q	409-739-6985		
Lupe	Ortiz	2008 26th St.	Galveston -	Tx 7755	77550	D	409-762-8610 E	Bil	
Marilyn	Thomas	1537 Sun Meadow Bl	Friendswoo	Tx 7	77546	R	832-506-0055		
Mary Susie	Sauceda	2721 - 21st Ave.North Texas City		Tx 7759	77590	R	832-425-6048	lid	
Charlotte	Westerlage	825 Shady Ln.	La Marque	Tx .	Tx 77568	R	409-935-5707		
Cathy	Morrison	3510 Ave L	Santa Fe	Tx 7751	77510	R	832-226-7959		
David	роон	5113 Royal Oak	Texas City	7× 7	77591	Q	832-226-6476	409-55	409-599-7755
Larry	Bimage	500 Tanglewood #4E	Dickinson	T_	77539	D	713-516-8926		
Willie Mae	Watkins	7013 Carver Ave.	Texas City	Tx 7	77591	D	409-935-3818		
Dorothy	Trevino	2601 Gerol Dr.	Galveston -	_ <u>`</u>	Tx 77551	D	409-741-2496 E	Bil	
Linda	Coltharp	1210 Red Wing Dr.	Friendswoo Tx	T.	77546	R	409-457-1795		
Elizabeth	Worthy	3801 Kansas Ave.	Dickinson -	Tx 7753	77539	D	409-392-1700		
Kathy	Rogers	207 Charleston Rd.	Friendswoo	_ <u>`</u>	77546	R	281-996-0457		
Jennie	McQuillon	38 Windsong Ln.	Friendswoo Tx 7754	Tx .	77546	Q	had a stroke 2/20	0	
Rebecca	Lopez	2528 6th St. N	Texas City	T.	Tx 77590	D	409-771-9813 k	bil	
Diana	Balinas	707 Temple Dr./P.O.	Hitchcock	Tx 7	77563	R	985-290-1967		
Pat	Davis	435 Blossomwood Dr League City Tx 7757	League City -	_, 	77573	Ind.	832-578-3240		
Crystal	Groenenste	7500 Ave. M	Santa Fe	T _Y	77510	R	281-992-1816		

Jerome	Anderson	4002 18th St. N.	Texas City	Tx 77	77590	<u>8</u>	409-945-2248		
K. C.	Broyles	1302 Ocean Manor Li	League City	'./ X.	77573	R	713-882-8014		
Karen	Broyles	1302 Ocean Manor Li	League City	Tx 7757	7573	R	713-882-8014		
Alvin	Alexander	1302 Ervin	League City T	Tx 77	77573	Ind.	281-299-2467		
Patricia	Krc	1210 Montgomery St	La Marque	Tx 7756	7568	R	409-935-5700		
Larry	Krc	1210 Montgomery St	La Marque	Tx 77	27568	R	409-935-5700		
Johnny	Torres	4408 31st St.	Dickinson	Tx 7753	7539		713-885-4361		
Bob	Fitzmaurice	2707 Bent Tree Tr.	League City T	'./ ×1	77573	D	281-334-2405		
Maria	Solis	921 Lilac St.	La Marque T	Tx 7756	7568	D	832-425-6048		
Јау	Reynolds	2937 Meridan Bay Ln Dickinson		Tx 77	77539	R	281-337-0937		832-769-5088
Jamahl	Payne	2133 Green Lee Ln.	Dickinson T	Tx 7753		D	409-599-3782		
Sarah	Sanchez	4144 Grand Blvd.	Dickinson	Tx 77	77539	R	409-765-6237		
Lillie	Little	4317 Ave. K	Galveston T	Tx 77	77550	D	409-762-6548	1 + 1 bil	713-516-5262
Rebecca	Lopez	2528 6th Ave. N	Texas City T	Tx 7759	7590	R	409-771-9813		
Janice	Evans	6619 McClendon	Santa Fe	Tx 7751	7510	R			
Shaunna	Winston	5113 Royal Oak Dr.	Texas City T	Tx 7759	7591	D	832-561-9657		
Robert	Buchannan	1 Pine Cr.	La Marque T	Tx 7756	7568	R			
Gloria	Simmons	315 N. Fulton	Texas City T	Tx 7.	77591	D	409-599-6134		
Ora	Timmons	801 1/2 4TH AVE N	Texas City T	Tx 77590	7590	D			
Felipe "Jesse Solis	Solis	921 Lilac	La Marque T	Tx 77	77568	Ind.	832-425-6048		
Irene	Rawls	2925 Q 1/2	Galveston T	Tx 77550	7550	D	281-332-8039 5	2 bil	281-467-8182
Bonnie	Wilson	2323 Hampton Rd.	League City T	Tx 77	77573	R	409-457-9911	Bil	
Mary	Perez	#1 Broadmoor Cr.	La Marque T	Tx 7765	1658	D	409-256-0710		
Frank	Goodman	2320 Acacia Ct.	League City T	'./ ×1	77573	R	281-554-5358		
Stephanie	Aleman	907 - 14th St.	Galveston T	Tx 7755		D			
Diane	Brodie	7312 Seawall Blvd. #1Galveston		Tx 77	77551	В	281-935-0683		
Mafalda	Fallaice	2231 Bay Haven Way League City Tx 7757	League City T	7.	7573	D	281-538-1184		
Anna	Torres	4408 31st. St.	Dickinson	Tx 77	77539	R			
Kistler	Farmer	3961 Lake Star Dr.	League City Tx 7757	ا× 7	7573	D			

Jose Mario Gu Joanne W	2	2830 6th Ave. North	Tayac City Tv						
				066// XI	90	Я		1 bil	409-945-4197/409-771
	Williams	714 Sparrow Way	Texas City	Tx 7759	91	D	409-497-5671		
Nancy Ga	Gardner	1 Sun Meadow Blvd.	Friendswoo Tx	Tx 77546	91	D	281-992-2804	1 bil	409-771-7705
Joyce	Marchi	2509 Gerol Dr.	Galveston	1X 775	51	R	409-744-4888		
John	llc	695 Davis Rd.	League City	Tx 77573	73	R	713-539-2380		
Emma	Jaramillo	4608 E. 30th		Tx 77539	68	R	281-543-6037 bil		
Linda	Flores	1520 Bayou Shore Dr Galveston		Tx 77551	51	~	281-482-2711		
Mary	Delay	911 Leslie Ln.	Friendswoo Tx		91	~	281-777-3778		
Susan Ha	Hargis	915 Dogwood Rd.	Clear Lake STx	Tx 77565	35	R	832-387-2410		
Thomas La	Lawson	3807 Ave. Q	Galveston	Tx 77550	20	В	409-497-3144		
Monica	Reyna	1115 Hwy 146 N. #14 Texas City		Tx 77590	06	Q	409-457-5722	bil	
Susie Hu	Hudson	6115 Ave. Q	Galveston	Tx 77551	51	R	409-766-0232		
Roberta	Farrington	74 Tarpon	Bayou Vista	Tx 77554	54	R	409-771-6490	Bil	
Elaine Bu	Buford	4628 Sherman Blvd.	Galveston -	Tx 77551	51	В	409-370-7335		
Eddie Ites	Se	3815 Ave. Q 1/2	Galveston -	Tx 77550	20	Q	409-457-9130		
Veronica Ay	Ayala	4702 R 1/2	Galveston	TX 77551	51	Q	409-789-5935		
Juanita Ja	Jackson	6610 Woodlawn	Texas City	Tx 77591	11	Q	281-508-2476		832-385-9515
Doris Co	Cobbs	P.O. Box 53	Dickinson -	Tx 7753	36	D	832-444-9327		
Heather	Morris	3495 Cedar Prairie	League City	Tx 77573	73		281-648-4564		
Angela Hu	Hurd	3021 Ave. K	Galveston	Tx 77550	20	Q	409-354-8672		
Maria	Alexander	3011 Virginia	La Marque	Tx 77568	28	D	409-370-4550		
Aurora So	Solis	101- 12th St. South	Texas City	Tx 77590	06	D	409-949-9012		
Otilia Rc	Romero	213 7th St. North	Texas City	Tx 77590	06	R			
Samuel Ha	Haley	3105 Melody Dr.	La Marque	Tx 77568	98	R			409-739-0118
Laren Sa	Sands	2113 Yorktown Ct. N. League City Tx	League City	Tx 77573	73 Alamo School	R	281-316-1582		
Pat Lo	Logan	2135 Fenwood	Kemah	Tx 77565	35	R	281-334-5909		
Leyton Br	Brundrette	4007 Masters	League City	Tx 77573	23	R	409-771-7177		
Tommie Je	Jenkins	4722 Ave. S	Galveston	TX 77551	51	D	409-766-0318		
Anna	Olivares	1428 Ave. M	Galveston -	Tx 7755(20	D	281-332-3834		

Alejandro	Saenz	113 Briarwood Ct.	League City Tx 77573	(77573	<u> </u>		832-425-0466				
Candy	Jard	423 W. Shore Dr.	Clear Lake STx	77565	Hometown Hero's R		281-546-4366				
Benny	Smith	3301 Hughes Ln. #81	Dickinson Tx	77539	Q		281-508-7313			291-508-7313	
Sheryl	Brooks	3301 Hughes Ln. #81	Dickinson Tx	77539	Q		316-640-4151				
Amy	Simmons	3212 White Sands Waleague City	League City Tx	77573	R		713-857-2715				
Patrick	McFarland	724 S. Iowa	League City Tx	77573	Q		281-339-2700				
Diane	Voll	695 Davis Rd.	League City Tx	77573	R		281-222-1426				
Karen	Chappell	410 West Dr.	League City Tx	77573	R		409-526-6568				
Wanda	Smith	226 S Westward	LaMarque Tx		Highland Creek CaD		409-933-1822				
Bobby	Lynch	307 S. Fulton	Texas City Tx	77591	Calvary Baptist ChD		713-824-6061				
Gloria	Bliss	118 Tower Dr.	Friendswoo		R		832-216-2304				
Tania	Bush	5102 Geneva Dr.	Friendswoo	77546			409-392-1074				
-onnie	Jones	2109 29th St.	Galveston Tx	77550	Q						
Benjamin	Hannon	2901 Sealy	Galveston Tx	Tx 77550			281-334-2722	2 1	bil	281-900-9732	
Judy	Stapp-Hollis	Stapp-Hollis 2874 Romano Ln.	League City Tx	77573	Q		281-334-2696				
Fina	Russell	717 Narcissus Rd.	Clear Lake S Tx	77565	Q		832-816-7012				
Charlotte	Anderson	901 S. Kobayashi Apt. Webster	Webster Tx	77598	lnd		281-332-3882				
Sylvia	Lass	2305 Hampton Rd.	League City Tx	77573	R		832-866-9363				
Melba	Norman	7911 Prairie	Hitchcock Tx	77563			409-935-9458				
Janice	Geer	8006 Catalpa	Texas City Tx	77591	COM		281-482-1385				
Ron	Brennan	912 Oak Vista Ct.	Friendswoo Tx	77546	O		281-650-9308				
Amando	Amaya	1302 Frontier Ln.	Friendswoo Tx	77546	Q		281-557-5539			713-518-3612	
Rodrigo	Castor	1211 7th Ave. North ⁻	Texas City Tx	77590	Q		281-482-3029				
Richard	Landers	509 Brandywyne Dr.	Friendswoo Tx	77546	R		281-948-6014				
Niki	Stevens	918 Almond Point	League City Tx	77573	R		281-554-2381				
rnold Thom	Arnold Thom Frankovich	1514 Pearl Dr.	League City Tx	77573	R		409-739-0074				
Theresa	Cromer	7009 Youpon	Galveston TX	77551	D	,	409-256-3114			409-695-3663	
Kathy	Chachere	4215 Ave. N 1/2 Apt.	Galveston Tx	77550	Q		281-648-4564				
Willard	Jones	602 Park Lane	Friendswoo Tx	77546	D	,	281-534-2268				
Donald	Bernard	4822 26th St. East	Dickinson Tx	Tx 77539	Q		832-578-3240				

Betty	Mathison	11912 - 13th St.	Santa Fe	×	77510	Q	409-935-8770		281-799-4408	
Martha	Woolridge	2601 Cedar Dr.	La Marque	Ϋ́	27568	Q	409-949-9990		512-653-5917	
Rachel	Delgado	2201 - 5th Ave. N.	Texas City	Τ×	06522	R	281-339-0975			
Debbie	Saunier	1223 Edwards Dr.	San Leon	ĭ	77538	R	409-229-1167			
Hallcom	Cindi	329 S. Amburn Rd.	Texas City	×	77591	R	832-875-3475			
Chris	Perry	4112 Lovers Ln	Dickinson	ř	77539	8	281-337-2462			
Frank	Quin	5200 Cottonwood Cir Dickinson	Dickinson	Tx	77539	D	713-480-5560	vietnamese		
Susan	Tran-Eversn	Tran-Eversm 4618 La Escalona Dr. League City	League City	ХL	77573	R	281-534-1863		832-561-5604	
Wayne	Blundell	7520 Wetzel Rd.	Dickinson	ř	77539	8	832-642-0546			
Marcella	Gonzalez	1905 Carolina Ave.	League City	Tx	77573	Ind.	281-339-2211			
Mary Delore Perez	Perez	5071 Hauna Ln.	Dickinson	ř	77539	۵	281-559-2179			
Yvonne	Beard	P.O. Box 215	Bacliff	Τ×	77518	Q	281-450-5348			
Dolores	Sanchez	8001 Jonquil Dr.	Texas City	ĭ	77591	D	713-449-3392			
Keyunte	Randle	2902 Deats Rd. Apt. BDickinson	Dickinson	Τ×	77539	D	409-935-2372			
Doris	Glanz	418 Lane	Texas City	×	77591	R	409-457-9306			
Ernest	Contreras	4507 R 1/2	Galveston	Τ×	77551	Q	409-939-9264			
Larry	Simmons	125 - 1st Ave. N.	Texas City	Τ×	Tx 77590	D	409-945-9247			
Estanislado	Solis	101 - 12 Street South Texas City	Texas City	Τ×	77590	D	713-517-0719		281-316-7394	
Janet	Lardas	170 Highland Terrace League City Tx	League City	Τ×	77573	R	281-561-4865		832-561-4856	
Allison	Trum	19527 Shores Dr.	Galveston	ĭ	77554	R	713-516-5955			
Deborah	Haynes	4818 Ave. R 1/2 #309 Galveston	Galveston	Τ×	Tx 77550	D	409-789-8218	þil		
Pam	Serenil	4416 Ave. Q 1/2	Galveston	Τ×	17550	lnd	409-256-6666			
Demetra	Henderson	7410 Hwy 6 Apt. #70 Hitchcock	Hitchcock	×	77563	D	214-881-8121			
Danyel	Lee	7520 Caldwell	Hitchcock	Τ×	Tx 77563	D	832-566-8906			
Hector	Castro	7203 Mockingbird Ln	Texas City	Τ×	77591	D	409-938-4342	2 bil		
Karen	Lewis	12618 C-Bar Circle	Santa Fe	×	Tx 77510	R	409-925-7016	þil		
Emma	Jaramillo	2117 Deats Rd.	Dickinson	ĭ	77539	R	281-543-6037			

linda				Т						
	Egger	P.O. Box 1353	Santa Fe	Tx 7	77510	R	409-925-7489			
Dena	Vickery	903 Temple Dr.	Hitchcock .	Tx 7	77563	R	409-682-1571			
Helen Gayle 🕟	Moore	6421 1/2 Caroline	Hitchcock	Tx 7	77563	Q	409-594-8506			
Greyson B	Burdette	2700 Gulf Frwy. #172 Texas City		Tx 7	77591	R	409-789-3691			
Ramon D	Davila	11903 Santa Fe Trails Santa Fe		Tx 7	77510	R	832-492-6960			
Rebecca	Lopez	2528 6th Ave. N	Texas City	Tx 7	7590	ĸ	409-771-9813			
√ Mandy N	McNemar	4811 Palmetto	Bacliff	Tx 7	77518	Q	832-340-6296			
Micah	Rutherford	3228 Teakwood Cr.	Dickinson '	Tx 7	77539	R	281-615-7580	Bil-clerk	<u> </u>	
Aaron	oungblood,	Youngblood 2013 Castle	League City Tx	Tx 7	77573	R	281-332-4046			
Brenda	Thompson	620 Thompson Rd.	Alvin	Tx 7	77511	Q	409-770-4786			
Monica	Rogue	5506 Tower Rd.	Santa Fe	Z XT	77517	D	409-795-9332			
Ancira	Cuartas	538 White Wing Ct.	Dickinson	Tx 7	77539		281-337-2339			
Betty S	Stoneman	13 Haverford Ln.	Friendswoo	Tx 7	77546		832-693-6013 2			
Teresa S	Suter	14915 W. 1st St. S	Santa Fe	Tx 7	77517	Q	409-316-1297			
Claudia M.	Linza	4607 Julia Ln.	Santa Fe	Tx 7	77510	R	409-939-5673			
Howard S	Suter	14915 W. 1st St. S	Santa Fe	Tx 7	77517	D	409-771-6770			
Jennifer V	Vickery	3809 Cark	Santa Fe	Tx 7	77517	R	409-789-2544			
Ezora	Durand	1502 - 22nd St.	Galveston	Tx 7	77550	D	409-750-8455			
Michelle	Davis	2112 Winged Foot Dr League City	eague City	Tx 7	77573	Ind.	832-385-3679			
Cynthia	Frankovich	1514 Pearl St.	League City Tx	Tx 7	77573	R	281-554-2381			
Jean Ja	Jardine	1315 Outrigger	Tiki Island	Tx 7	77554	R	409-599-1298			
Judy	Franklin	402 Church Apt. #116 Galveston		Tx 7	77550	D	832-272-2885			
Olga	Reategui	2120 Balsam Lake Ln. League City Tx	eague City	Tx 7	77573	В	832-221-6120			
Bertha A	Adams	2010 Island Manor Lr League City	eague City	7 XT	77573	R	281-299-2467		281-299-2467	
Alvin A	Alexander	1302 Ervin	League City Tx		77539	D	409-789-6664			
Sue Ellen	Johnsen						832-385-9810			
Kenneth H	Howard	504 Old Course Dr.	Friendswoo Tx		77546	D	409-771-8910 3	2 Bil		
Jo	Llewellyn	157 San Fernando	Galveston	Tx 7	77550	Ω	409-766-7151 5	1 Bil		
Sharon C	Croisant	103 Water (C	Galveston	Tx 7	77550	R	409-762-5439			

Carmona	2101 35th	Galveston	×	77550	R	409-762-0110		
	5023 Ave. N.	Galveston	×	77551	Q	409-256-7007		
Trevino	5023 Ave. N.	Galveston	×	77551	۵	409-761-0851		
	5611 Frasier Ave.	Galveston	×	77551	D	409-443-1005		
	3605 Ave. R Down	Galveston	×	77551	D			
	9112 Bryce Ave.	Texas City	×	77591	R	409-354-1053		
Sendejas	3604 M	Galveston	×L	77550	R	409-763-2038 6	1 + 1 bil	409-392-0999
	157 San Marino Dr.	Galveston	×	77550	R	409-457-9306		
Contreras	4507 Ave. R 1/2	Galveston	×	77551	۵	409-762-8610		
	2008 26th St.		×	77550	۵	409-370-8140		
Williams	17 South Shore Dr.	Galveston	ř	77551	æ	281-535-5518 1	1 + 1 bil	281-450-0101
Bentley	4411 Pebble Beach D	League City Tx	×	77573	æ	713-859-6659 5	1	
	222 Oak Creek Dr.	League City	×	77573	Q	409-739-6311		
Williams	2261 Longspur	League City Tx 77573	×	77573	Q	281-535-5518		
Bentley	4411 Pebble Beach D	League City Tx	×	77573	R	281-332-8522		
Gonzalez	2850 Butler Rd.	League City	Tx	77573	R	832-474-5953		281-334-3981
Gutierrez	2127 Ave. O 1/2	Galveston	×L	77550	R	281-334-2803 5	1 bil	c 713-823-3167
Brown	3903 Pebble Beach D League City		×	77573	D			
Villarreal	1828 Oriole Dr.	League City Tx	×	77573	R	281-554-5456		
Hook	1002 Bay Area Blvd.	League City	Tx	77573	R	281-557-3981		
Carrio	708 orange Grove St.	League City Tx		77573	R	281-332-0014		
Saenz	113 Briarwood	League City	×	77573	D	281-332-3834		Ext. 8718
Gallardo	212 Cedar Branch Dr. League City Tx	League City	·	77573	D	281-332-7494		
Zavala	221 Silvermist Cr.	League City	Τ×	77573	R	281-774-8817		661-205-3790
Rosas	P.O. Box 940	Hitchcock	×	Tx 77563	D	409-927-2726		
Howard	1603 Milan	LaMarque	×L	77568	R	409-789-5515		
Boatwright	673 Park View Ln.	League City	×	77573	D	832-630-5459 5	1 bil	
Compian	1020 Duroux	La Marque	×	77568	D	409-939-8017		
Castro	818 Cypress	La Marque	×	77568	D	409-256-6815		
Mary Delore Valdez	7604 Ave. E	Santa Fe	×	Tx 77510	R	409-925-3966 5	1 bil	

Juanita	Jackson	6610 Woodlawn	Texas City	T,	77591	Ω	409-789-5935			
Maria	Alexander	3011 Virginia	La Marque	' xı	77568	Q	409-935-9647			
Tim	Franklin	1709 Fairhill Cr.	Texas City	' xı	77591	R	409-770-4531			
Otilia	Romero	213 7th St. North	Texas City	Tx 7	77590	Я	409-949-9012 3		2 bil	281-337-6420
Robert	Hutchins	P.O. Box O	Dickinson	Tx 7	77539	D	713-417-6223			Sonny Amaya
Janie	Aguirre	9001 Gettysburg	Texas City	' xı	77591	R	409-457-7736			
Amando	Amaya	1302 Frontier Ln.	Friendswoo	. X	77546	D	281-650-9308			
Angelica	Leija	17018 Auction Barn RSanta Fe		' xı	77511	Q	409-795-1480			
Jackie	Cornish	1108 Lilac	La Marque	' xı	77568	D	409-938-0219			
Dolly	Solis	101 12th St. South	Texas City	' xı	17590	Q	409-945-9247 3		2 bil	
Florence	McCamy	2018 - 18th Ave. N	Texas City	' xı	77590	Q	409-943-4758 6	1	1 Bil	281-702-9865
Margaret	Raven	6717 Wayne Johnson Hitchcock		' xı	27563	Q	409-986-5339			
R.D.	Williams	12315 Marian Ln.	Dickinson	. XT	Tx 77539	R	409-925-3017			
San Juana	Sanchez	7021 Renaud St.	Hitchcock	Tx 7	77563	Ind.	409-925-3017			
Patsy	Rice	12315 Marian Ln.	Dickinson	' xı	77539	Я				
Dodie	McGinty	12315 Marion Ln.	Dickinson	Tx 7	77539					
Maria	Tovar	5316 R 1/2	Galveston	·	Tx 77551	D	409-526-8937			
Yolanda	Gonzales	1011 13th St. North	Texas City	_ x_	77590	D	409-789-6664		1 + 1 bil	
Sue Ellen	Johnson	1819 Port O' Call	Tiki Island	Tx 7	77554	Я	713-516-0663 5		1	
Jackie	Booth	203 Bamaku Bnd.	Tiki Island	' X	77554	D	409-945-9247			
Estanislado	Solis	101 12th St. South	Texas City	Tx 7	77590	Я	713-828-0935			
Sheila	Parsons	1007 Tiki Dr.	Tiki Island	Tx T	77554		713-569-2985			
Norma	Schafstall	902 Long Reach	Tiki Island	×	77554		281-534-2201			Just had Knee replaceme
Genivee	Morgan	3218 Leakwood Circle Dickinson		T _Y	77539	D	409-762-8847			
Diana	Tamez	3802 Ave. S Up	Galveston	_ x_	77550		409-370-4825			
Thelma	Garcia	P.O Box 3535		Tx 7	77552	D	409-256-0312			
Shirley	Dorise	2411 53rd St.	Galveston	Tx 7	77551	D	409-354-1053			
Rudy	Sendejas	3604 Ave. M	Galveston	Tx 7	77550	D	409-457-7466			
Maria	Flores	5316 Ave. R1/2	Galveston	Tx T	77551		409-986-4764			
Doris	Perkins	1051 Columbia Mem League City Tx 77573	League City	×	77573	D	281-910-0082			

Murphy	Mason	7609 Rice Rd.	Dickinson	<u>'`</u>	77539	<u> </u>	281-482-3166		_
Ellie	Melendez	103 Annette	Friendswoo Tx	T,	77546	R	281-996-1634		
Miguel	Herrera	125 St. Cloud	Friendswoo Tx		77546		409-526-8783		
Michael	Enriquez	1309 Bayou Shore Dr Galveston		Tx 7	7551		281-993-8497		
Larry	Stewart	1517 Briar Bend	Friendswoo	.,	77546	R	409-935-2013		
Christine	DeLeon	1024 Duroux	La Marque	Tx 7	27568	D	409-935-2013		
Gamaliel	Gonzales	1024 Duroux	La Marque	Z XT	77568	О	409-771-1097		
Yolanda	Jaramillo	2605 28th Ave. No	Texas City	Tx /	06522		832-373-6997		
Jesus	Salinas			Tx			409-354-1780		
Stephanie	Cisneros			Τ×			409-938-1116		
Margaret	Searles	7510 Meadowlark Ln Texas City		Tx /	77590	О	409-948-2426		
Clara	Montez	2502 37th Ave. No	Texas City	Tx 7	77590	D	409-457-4897		
Esther	Hobi	3017 Curlew Ln.	Texas City	Tx 7	77590	D	409-938-0437		
Kim	Anthony	248 Muriel	La Marque	Tx 7	7568	D	281-332-4134	will call back.	
Alma	Canales	1915 Dellore	League City	Tx 7	77573	D	281-996-7685		
Joseph	LeCour	701 S Friendswood D Friendswoo Tx	Friendswoo		77546		409-737-2151		
Zane	Hooper	3222 Ave. K	Galveston	Tx 7	77550		409-256-2413		
Mark	Rodriguez	1029 Azalea Ct.	La Marque	Tx	77568	R	409-443-1418		
Thelma	Sanchez	9001 Glacier Ave. Ag	Ag Texas City	Tx 7	7591	D	409-771-1306		
Sharon	Thibodeaux	7010 Hwy 6	Hitchcock	TX /	77563	D	409-986-6875		
Dionna	Holmes	6105 Terrebone	Hitchcock	Tx 7	77563	D	409-256-4350		
David	Pena	5001 Live Oak	Texas City	Tx	77590	D	409-750-0588		
Michelle	Cravey	1701 55th St.	Galveston	Tx	77551	R	409-771-1097		
Yolanda	Jaramillo	2605 28th Ave. No	Texas City	Tx 7	77590		832-226-2479		
Marisol	Chavez	2113 Coldwater BridgLeague City Tx	League City		77573		409-945-9820		
Melony	Mathews	3 - 20th Ave. No	Texas City	Tx 7	77590	R	409-945-9820		
David	Mathews	3 - 20th Ave. No	Texas City	Tx 7	77590	R	409-316-1073		
David	LeCompte	5901 Ave. L	Santa Fe	Tx /	77510	R	409-925-1010		
Roland	Morales	12507 A-Bar Dr.	Santa Fe	×	77510		409-925-8424		
Teresa	Alvarez	502 Bluebonnet	La Marque	Tx /	27568	R	281-316-6755		

Edward	McDonald	McDonald 203 Meadowgate Dr. League City Tx 775	League City	Tx 7	7573		R	832-221-6330	281-332-8244	
Julanne	Lott	58707 Country Place League City Tx 775	League City	Tx 7	7573		R	281-614-1983		
Kelli	Garcia	2004 Holly Dr.	Dickinson Tx 775.	Tx 7	77538		D	409-771-6252		
Veronica	Ayala	4702 R1/2	Galveston Tx 775.	Tx 7	7551		D	409-354-6879		
Eleazar	Pena	4719 Heron	Hitchcock Tx 775	Tx 7	7563		D			
Maria	Flores	5611 Frasier Ave.	Galveston Tx 775.	Tx 7	7551	51 Rebeccah Sealy	R	409-795-0841		
Ann	Elbert	7754 Beaudelaire	Galveston Tx 7755	Tx 7	51	Gal Co CourthouseR	R			
Sharon	Mitchiner	5014 Longshadow	Dickinson Tx 775.	Tx 7	7539	39 Dickinson City Hal D	D			

2014 Entity	2014 General	
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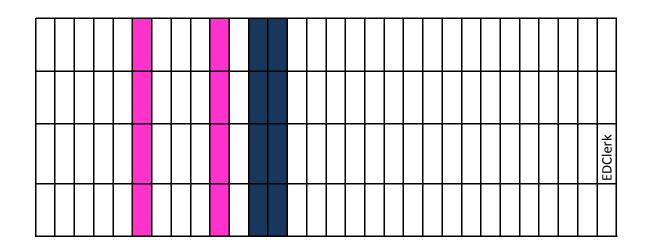
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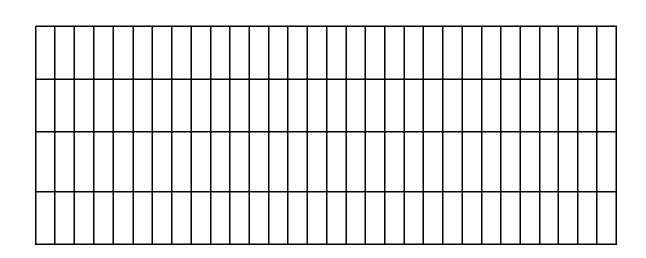


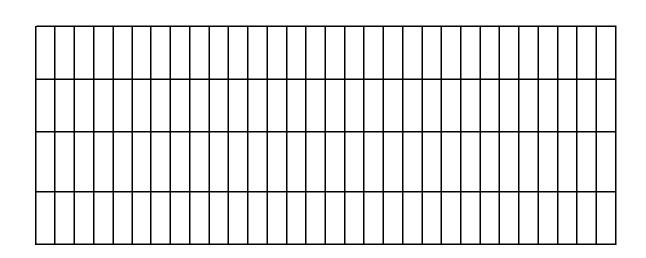
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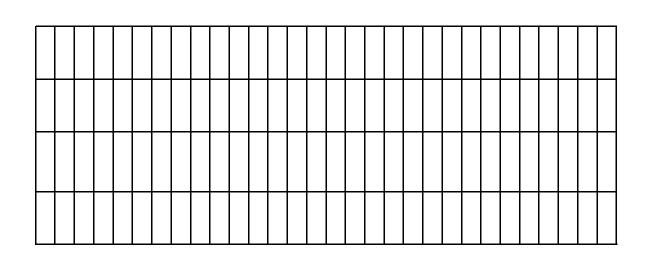
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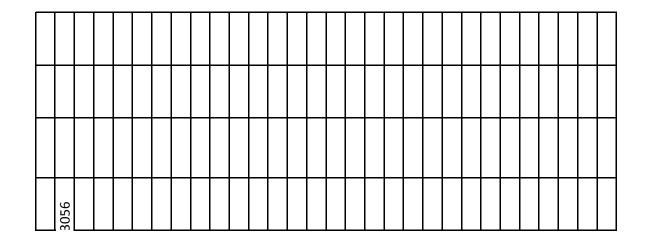
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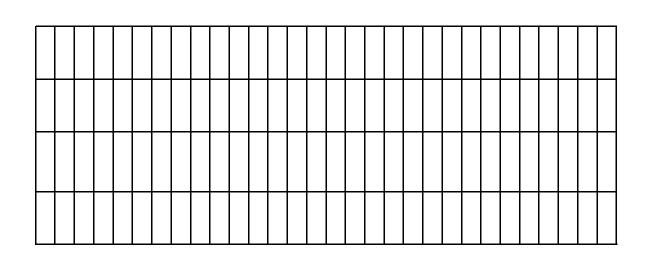
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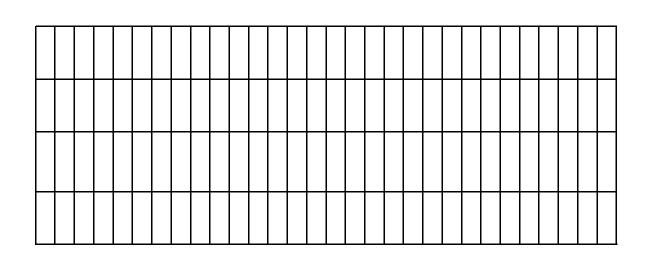


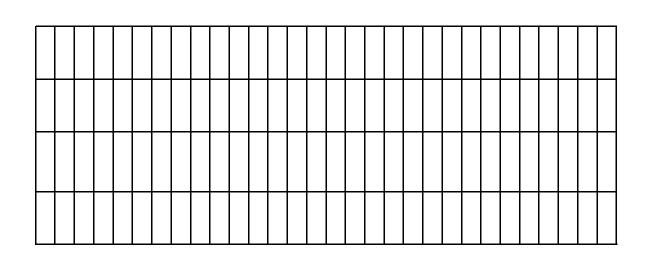


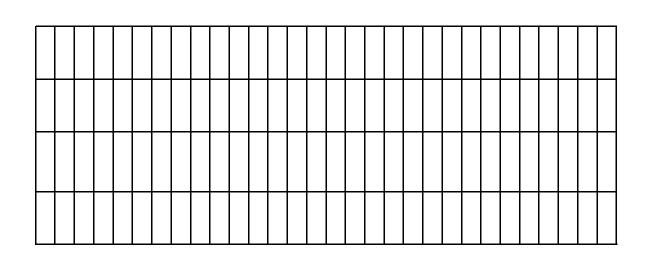


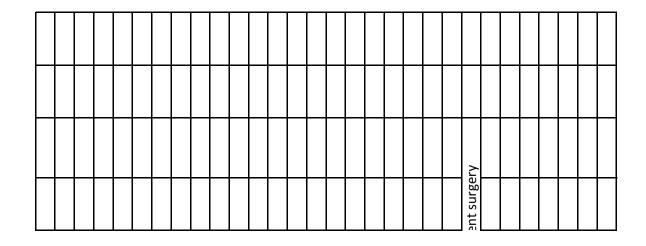


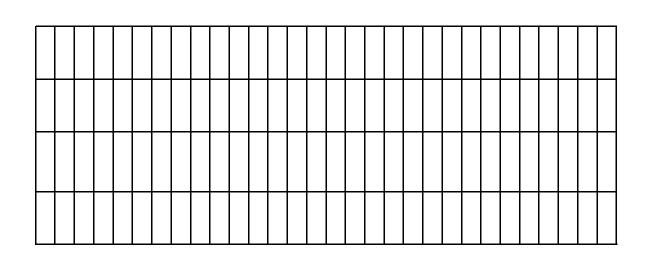


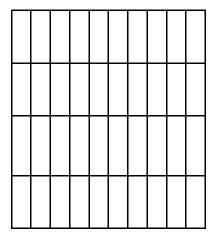












	NOVEMBER 20	NOVEMBER 2016 GENERAL ELECTION PROPOSED EARLY VOTING LOCATIONS	N PROPOSED NS		
				Commish.	
	Location	City	Internet	Precinct	
1	Joe Faggard	Crystal Beach	MIFI	1	
2	Galveston County Courthouse	Galveston	ETHERNET	3	
3	Moody Methodist Church	Galveston	MIFI	2	
4	MUD12 Building	Bayou Vista	MIFI	2	
2	Greater St. Matthews	Hitchcock	MIFI	3	
9	West County Building	Santa Fe	ETHERNET	2	3
7	La Marque City Hall	La Marque	MIFI	3	
8	Carver Park Comm. Ctr.	Texas City	MIFI	3	
6	Nessler Center	Texas City	MIFI	3	
10	Dickinson Community Ctr.	Dickinson	ETHERNET	3	9
11	Bacliff Community Center	Bacliff	ETHERNET	1	
12	Kemah Community Center	Kemah	MIFI	П	
13	CCISD Administration	League City	MIFI	1	4
14	Calder Road Annex	League City	ETHERNET	4	
15	Creekside Intermediate	League City	MIFI	4	
16	Friendswood City Hall	Friendswood	MIFI	4	8
17	Justice Center	Galveston	ETHERNET	N/A	
	Totals		6- Ethernet 11-MIFI		

Steve	Napier	820 Sealy	Galveston	Tx	77550	D	409-692-4
Pat	Hypolite	3021 Ave. K	Galveston	Tx	77550	D	409-256-7
Shirley	Russell	3509 Ave. L	Galveston	Tx	77550	D	9-789-860
Lillie Ann	Aleman	3305 Ave. Q	Galveston	Tx	77550	D	409-763-8
Audrey	Cumby	P.O. Box 671	LaMarque	ΤX	77568	D	409-938-8
Pauline	Williams	1410 35th St	Galveston	Tx	77550	D	409-256-1
Carolyn	Battle	4708 Caduceus Pl.	Galveston	Tx	77551	D	409-744-8
Sharon	West	7015 Anderson St.	Texas City	Tx	77591	D	409-443-1
Nancy	Smith	8114 Leigh	Hitchcock	Tx	77563	D	409-750-1
Donna	Bickham	7520 Caldwell St.	Hitchcock	Tx	77563	D	409-789-5
Vivian	Ewing	3425 - S	Santa Fe	Tx	77510	D	409-925-3
Rosie	Benavidez	7803 Ave. C	Santa Fe	Tx	77510	D	409-927-2
Carlos	Flores	509 Wisteria	La Marque,	Tx	77568	D	409-682-1
Alta	Caligone	918 N. Sparrow Way	Texas City	Tx	77591	D	409-933-(
Rita	Boykin	2918 - 18th Ave. N	Texas City	Tx	77590	D	409-945-
Melvin	Buster	309 S. Fulton	Texas City	Tx	77591	D	409-526-6
Paula	Ledbetter	3723 Bayou Circle	Dickinson	Tx	77539	D	281-337-4
Jackie	Daniels	4811 Palmetto	Bacliff	Tx	77518	D	832-525-6
Norma	Ramos	2109 Pleasant Palm Cr.	League City	Tx	77573	D	832-385-6
Renita Nell	Mason	2701 Ave. H Street	Dickinson	Tx	77539	D	832-221-6
Marie	Jackson	P.O. Box 634	Dickinson	Tx	77539	D	281-337-4
Sherronda	Randle	3503 Oleander St.	Texas City	Tx	77592	D	409-770-3
Barbara	Murray	315 Sorrelwood Dr.	League City	Tx	77573	D	832-423-9
Sara	DelPozo	206 Greenbriar Ave.	Friendswood	Tx	77546	D	281-996-8
Karen	Van Auken	308 Sedora Dr.	Friendswood	Tx	77546	D	281-482-4
Wilda	Newbrough	504 Fairdale St	Friendswood	Tx	77546	D	
Helen	Childs	410 Windsor Dr.	Friendswood	Tx	77546	D	281-996-7
Ruby	Wulf	8023 Leigh Rd.	Hitchcock	Tx	77563	D	409-948-1
Olivia	Payton	3002 69th St. K-1	Galveston	Tx	77551	D	409-599-2
Maxine	Jones	2016 Martin Luther King Av	Dickinson	Tx	77539	D	281-229-8
Eva	Guzman	8010 Hiway 6 Apt. B-201	Hitchcock	Tx	77563	D	409-497-6
Brenda	Streeter	2920 Port Rose Ln.	League City	Tx	77573	D	832-729-6
Elizabeth	Spells-Simr	2704 Ave. S	Dickinson	Tx	77539	D	281-337-4
Bette	Specion	5908 Country PI.	League City	Tx	77573	D	281-332-3
Melissa	Moreno	102 Strand #27	Galveston	ΤX	77550	D/Bi	409-457-4
Loa	Meredith	556 Cedar Fork Dr.	League City	Tx	77573	D	832-632-1
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		ELECTION DAY NOVEMBER 3	NOVEM	BE		2014						
First Name	l ast Name	Address	City	ţ.	Zin	Ocation	Party/ Bilingua	Party/ Bilingua Contact #	Cell	Cell E-Mail	Confidential Sign off	2014 Primary
		_	6110	5)		2			, m
John	Speich	P.O. Box 2204	Crystal Bead Tx 77650	ř		Joe Faggard	R	281-772-0955				
Minnie	Sanders	P.O. Box 2961	Gilchrist	ΧL	77617	Joe Faggard	R	713-927-6358				
Rayna	Reagan	P.O. Box 22	High Island	ř	Tx 77623		٥	409-286-5782	409-939-0624	0624		
Donna	Sims	P.O. Box 2017	Crystal Bead Tx		77650	Joe Faggard	D	409-684-0407	713-206-4585	4585		
Steve	Napier	820 Sealy	Galveston	×	77550	Rebeccah Sealy	Q	409-692-4434				
Scott	Apley	4905 34th St.	Dickinson	Τ×	77539	Rebeccah Sealy	R	936-714-5873				
Pat	Hypolite	3021 Ave. K	Galveston	Τ×	77550	Gal Co Courthous	D	409-256-7181				
Tom	Perry	910 91st St.	Galveston	ř	77551	Gal Co CourthouseR	R	409-939-4481				
Johnnie Mae Fields	e Fields	5428 Menard St.	Galveston	×	77550	Gal Co Courthous	D	409-877-6528				
Mary Lou	Perry	910 91st St.	Galveston	×	77551	Gal Co CourthouseR/Bi	R/Bi	409-939-4481				
Melissa	Moreno	102 Strand #27	Galveston	ĭ	TX 77550	Gal Co Courthous D/Bi	D/Bi	409-457-4227				
						Gal Co Courthouse						
Patricia	Brannin	7109 Youpon Dr.	Galveston	×	77551	Gal Co Courthouse		409-766-3888	409-466-8808	8088		
Shirley	Russell	3509 Ave. L	Galveston	×	77550	L A Morgan ElemeD		409-789-8605				
Beau	Bossert	4305 Jolly Roger Rd.	Galveston	ĭ	Tx 77554	L A Morgan ElemeR	R	409-737-5744	409-370-0544	0544		
Eddie	Ites	3815 Ave. Q 1/2	Galveston	Τ×	77550	L A Morgan ElemeD	D	409-256-9184				
Sharon	Holmes	1913 39th St.	Galveston	×	77550	GISD Administrati	D	409-762-1392	409-457-1795	1795		
Robert	Kerr	1711 - 49th St.	Galveston	ř	77551	GISD Administration	R	409-744-0236				
Juan	Baigen	3013 Kleimann	Galveston	ř	Tx 77554	GISD Administrati R/Bi	R/Bi	409-744-3111				
Patti	Smith	6416 Ave. O	Santa Fe	ř	77510	GISD Administration	R	409-770-6254				

						GISD Administration					
Pauline	Williams	1410 35th St	Galveston	Ľ	77550	Alamo School D	(409-256-1734			
Shawn	Phillips	2020 36th St. North #Texas City		Ľ	77590	Alamo School R	}	409-939-6730		410-361-0345	
John	Robbins	3325 Sealy	Galveston	Ľ	77550	Alamo School R	,	409-789-1416	Bil		
Linda	Alcorn					Alamo School					
Lillie Ann	Aleman	3305 Ave. Q	Galveston	.' ×1	77550	Moody Methodist D	(6898-292-604	409-771-2101		
Jean	Sargent	6 Colony Park Dr.	Galveston	Ľ	77551	Moody Methodist R		409-750-1947			
Mary Jean	Sargent	6 Colony Dr.	Galveston	.' ×1	77551	Moody Methodist R		409-502-9751			
Anna Leigh	Sargent	6 Colony Park Dr.	Galveston	Ľ	77551	Moody Methodist R	}	409-502-2344			
Donna	Petri	6352 Sea Isle	Galveston	×Ι	77554	Moody Methodist R		281-804-1067			
Audrey	Cumby	P.O. Box 671	LaMarque	Σ	77568	Weiss	(409-938-8010	832-264-1763		
Rita	Boyer	2493 Ave. A	San Leon	Τ×	Tx 77530	Weiss	,	281-337-5646			
Larry	Krc	1210 Montgomery St.	La Marque	×	77568	Weiss	\	409-935-5700			
Jerry	Jackson	9162 Jamaica Beach	Jamaica Bea TX		77554	Seaside Baptist R	,	409-996-1822			
Olivia	Payton	3002 69th St. K-1	Galveston	Ľ	77551	Seaside Baptist D	(409-599-2918			
Zoila	Contreras	4507 R 1/2	Galveston	Ľ	77551	Seaside Baptist D	(409-457-9306			
Linda	Dorsey	5804 T 1/2	Galveston	ř	77550	Seaside Baptist D		409-744-9662			
Brenda	Gutierrez	314 Bora Bora	Tiki Island	×	77554	MUD12 Building R	,	409-908-9707			
Ruby	Wulf	8023 Leigh Rd.	Hitchcock	Ľ	77563	MUD12 Building D	(409-948-1156			
Jean	Jardine	1315 Outrigger	Tiki Island		77554	MUD12 Building R	}	409-933-9835	713-562-2728		
Betty	Mathison	11912 13th St.	Santa Fe	Ľ	77510	MUD12 Building	Ind.	409-925-2062			
Diana	Fox	2427 Clark Dr.	La Marque	Ľ	77568	MUD12 Building R	\	409-692-0631			
Paula	Crouse	300 Ling	Bayou Vista Tx		77563	Greater St. MatthdD		409-789-9000			

Amanda	Price	2116 Kings Way Dr.	League City Tx		77573	Greater St. MatthdD		281-728-3942		
Frances	Perez	319 Winding Oak	League City	Tx	27573	Greater St. Matth		832-541-6341		
Wanda	Delesandri	2703 Hwy 646 N.	Santa Fe	ř	77510	West Co. Bldg.		409-789-0375		
Vivian	Ewing	3425 - S	Santa Fe	×	77510	West Co. Bldg.	_	409-925-3016		
Alma	Ronning	12030 28th St.	Santa Fe	Τ×	77510	West Co. Bldg.		409-925-1096		
Shirley	Haney	2902 Ave. J	Santa Fe	ř	77510	West Co. Bldg.		409-925-1774		
Sylvia	Szanyi	P.O. Box 369	Santa Fe	ř	77510	West Co. Bldg. D	D/Bi	409-766-0249		
Patricia	Krc	1210 Montgomery St. La Marque	La Marque	Τ×	77568	West Co. Bldg.		409-932-5700		
Jason	Delgado	2201 5th Ave. North	Texas City	Τ×	77590	Runge Park		512-657-7189		
Rosie	Benavidez	7803 Ave. C	Santa Fe	Τ×	77510	Runge Park D	D/Bi	409-927-2148		
Diamantina	Mata	710 19th Ave. N.	Texas City	Τ×	77590	Runge Park D	D/Bi	409-256-1307		
Mary Helen	Slone	P.O. Box 877	Santa Fe	Tx	77510	Runge Park		409-925-2541	409-682-0090	
Sharon	West	7015 Anderson St.	Texas City	×	77591	La Marque City HaD		409-443-1705		
Tess	Arrington	2310 Clark Dr.	La Marque	Τ×	77568	La Marque City HaR		8082-86-604		
Jay	Arrington	2310 Clark Dr.	La Marque	×	77568	La Marque City HaR		8082-86-604	409-771-3341	
Henry	Perry	7207 Plover Cr.	Texas City	ĭ	77591	La Marque City HaD		409-739-0298		
Josephine	Hernandez	2427 19th Ave. N	Texas City	ř	77590	La Marque City HaD/Bi	/Bi	409-457-1471		
Alta	Caligone	918 N. Sparrow Way	Texas City	ř	77591	Carver Park CommD		409-933-0553	409-789-5799	
Nancy	Goodwin	1814 - 17th Ave. N.	Texas City	×	77590	Carver Park CommR		409-948-9617		
David	Goodwin	1815 - 17th Ave. N.	Texas City	×	06522	Carver Park CommR		409-948-9617		
Donna	Bickham	7520 Caldwell St.	Hitchcock	×	77563	Carver Park CommD		409-789-5798		
ChristyAnne	Dickson	One 18th Ave. N.	Texas City	ř	77590	Calvary Baptist ChR		409-789-2295		

Sherronda	Randle	3503 Oleander Ave.	Texas City	×	77590	Calvary Baptist ChD		409-770-3404		
Otilia	Romero	213 7th St. North	Texas City	ĭ	77590	Calvary Baptist Ch R/Bi	/Bi	409-949-9012		
Rita	Boykin	2918 - 18th Ave. N	Texas City	Tx	17590	Nessler Center D		409-945-5314	409-370-1234	
Ian (Catherir <mark> </mark> Lloyd	Lloyd	3021 3rd Ave. N.	Texas City	Tx	17590	Nessler Center R		406-948-6904	409-692-3583	
Barbara	Hudnall	2206 17th St. N.	Texas City	Τ×	06522	Nessler Center D		409-945-6071		
Mary Lou	Garcia	3404 9th Ave. N. At. #Texas City	Texas City	Τ×	77590	Nessler Center D	D/Bi	409-965-0135		
Mary	Swindell	1990 St. Edmonds CrdDickinson	Dickinson	Τ×	77539	Nessler Center R		281-337-3066		
Beth	Stinson	2927 19th Ave. N	Texas City	Τx	77590	Nessler Center R		409-925-2062		
Jerome	Anderson	4002 18th St. N.	Texas City	Tx	77590	Nessler Center R		409-945-2248		
Karen	Stephens	2309 - 37th Ave. N	Texas City	Τ×	77590	T C Fire Station R		409-948-1435	409-771-3056	
Melvin	Buster	309 S. Fulton	Texas City	Τ×	77591	T C Fire Station D		409-526-6074		
Shaun	Winston	5113 Royal Oak Dr.	Texas City	Tx	77591	T C Fire Station D		409-692-5931		
Celeste	Gray	2913 16th Ave.	Texas City	Τ×	17590	T C Fire Station R		C 409-256-8139bil	lid	
Janie	Alaniz	2409 Quaker	Texas City	ĭ	77590	T C Fire Station R/	R/Bi	409-771-3457		
Mark	Lardas	170 Highland Terrace League City Tx	League City		77573	Bay Colony Eleme		409-356-3286		
Sue	Trahan	235 River Basin	Dickinson	Τ×	77539	Bay Colony Eleme		281-337-6423		
Maxine	Jones	2016 Martin Luther K Dickinson	Dickinson	Τ×	77539	Dickinson Comm. D		281-229-8084		
Wayne	Crowson	8004 Melody Ln.	Dickinson	ĭ	77539	Dickinson Comm. R		281-534-4360		
Nancy	Baumann	1859 Bent Creek Ln.	League City		Tx 77573	Dickinson Comm. R		713-530-2754		
Gwen	Erskin	2128 Green Lee Ln.	Dickinson	Τ×	77539	Dickinson Comm. D		281-337-5352		
David	Phillips	P.O. Box 982	Bacliff	Tx	77518	San Leon VoluntedR		409-771-3005		
Elizabeth	Boatman	529 Baker Ave.	Bacliff	ĭ	77518	San Leon Volunted D		281-339-2361		
Paula	Smith	4919 Chase Stone Dr. Bacliff	Bacliff	×	77518	Bacliff CC R		281-488-8880		
Jackie	Daniels	4811 Palmetto	Bacliff	ĭ	7751	Bacliff CC D		832-525-6255		

	4750 4th St.	Bacliff	×	77518	Bacliff CC	D	832-498-9845	
2201 Colonial Ct. N	Ге	League City	Tx	77573	Kemah Communit R	R	713-208-9527	
3723 Bayou Circle Dic	Dic	Dickinson		77539	Kemah Communit D	D	281-337-4766	
2117 Tealbay Bend D League City	Lea	gue City	Tx	77573	Kemah Communit R/Bi	R/Bi	281-554-9530	
2203 Colonial Ct. S Lea	Геа	League City	Tx	77573	Kemah Communit	R	713-689-0356	
503 Mariners Dr. Ken	Ken	Kemah/LC	×	77656	Kemah Communit R	R	281-334-2162	
2133 Fenwood Ave. Kemah	Ken	nah	×	77565	Harborview Care ((R	281-334-8908	
2701 Ave. H Street Dick	Dick	Dickinson	Ϋ́		Harborview Care (D	D	832-221-6535	
404 Twin Timbers Ln.Kemah	Kerr	ıah	Tx T		Harborview Care (qR	832-385-3318	
102 Lakeside Dr. Kemah	Kem		ř		Harborview Care (R	2	281-703-5167	
72 Harbor Ln. Kemah	Kema	d.	×	77565	CCISD	~	281-734-3223	
	Dicki	nc	×		CCISD	D/Bi	281-309-5059	
3115 Ash Dr. Dicki	Dicki	Dickinson	×	77539	CCISD	D	713-376-7231	
t Pearl Dr.	Leag	τŞ		~	Hometown Hero's R	R	281-554-2381	
P.O. Box 634 Dicki	Dicki	Dickinson	×	77539	Hometown Hero's D	D	281-337-4103	
Spells-Simm 2704 Ave. S Dickinson	Dicki		ř	77539	Hometown Hero's	D	281-337-4382 832	832-226-7198
995 Astoria Ln. Leag	Leagu	League City	ř	77573	Hometown Hero's R	8	281-332-4793	
695 Davis Rd. Leag	Leag	League City Tx		77573	League City InternR	R	713-539-2380	
3725 Pabst Dicki	Dicki	Dickinson	Ľ	77539	League City Intern D/Bi	D/Bi	713-516-8927	
16718 Selder Dr. Frier	Frie	Friendswoo Tx		77546	League City InternD	D	281-827-4201	
2124 Autumn Cove DLeague City Tx	Leag	gue City		77573	LC Civic	R	281-334-2405	713-885-4361
556 Cedar Fork Dr. Lea	Lea	League City Tx	×	77573	LC Civic	Ind.	832-632-1523	
2124 Autumn Cove DLeague City	Lea	gue City	Tx		LC Civic	R		
2117 Tealbay Ln. Leag	Lea	League City Tx 7757	ř	3	LC Civic	R/Bi	713-775-9189	

	Canion	109 Brigadoon	Friendswoo	_	77546 (Calder Road F	8	713-775-9189			
Barbara	Murray	d Dr.	League City Tx	Tx 77	77573 (Calder Road	۵	832-423-9458			
Shirley	Freeman	7402 Mallard Dr.	Texas City T	77 XT	77591 (Calder Road	D	409-938-8459	409-739-3171		
	Whitaker	7302 Robin Ln.	Texas City 1	Tx 77	77591 (Calder Road	D	409-935-3569	409-739-9355		
Rachel	Almendarez	Almendarez 835 Algoa-Friendswo Alvin		Tx 77	77511 (Calder Road F	R/Bi	409-761-0007			
Nita Kay	Navarette	518 Pine Creek	Friendswoo Tx		77546 (Calder Road F	R/Bi	281-992-4963			
Georgia	Dismukes	123 Brittany Colony D League City	League City	Lx 7	77573 (Calder Road	Ind.	281-253-1096			
Sharon	Sands	2113 Yorktown Ct. N. League City Tx	League City	Tx 77	77573 E	Bauerschlag ElemeR	~	281-316-1582	281-483-0123		
Bette	Specion	5908 Country PI.	League City 1	Tx 77		Bauerschlag Elem	0	281-332-3961			
Nancy	Reiser	515 Country Ln.	League City Tx	Tx 77		Bauerschlag Elem	0	281-332-8075			
Martha	Cisneros - Ca	- Ca 2179 Brittany Colony League City	League City	77 XT		Bauerschlag Elem D/Bi	J/Bi	713-542-5332	409-986-5612	5-5612	
	Lin	317 Oak Forest Dr.	League City Tx	Tx 77	77573	1	R	281-508-4082			
Scott	Guzman	11 Ravenknoll Ct.	League City 1	Tx 77	77573 (Creekside IntermeR	~	832-221-8415			
Norma	Ramos	2109 Pleasant Palm dLeague City Tx	League City	Tx 77	77573 (Creekside IntermeD/Bi	J/Bi	832-385-6013			
-ynette	Burns	1701 Destin Ln.	Friendswoo Tx		77546 F	Friendswood City F	R	281-992-3757	281-796-7568	5-7568	
Karen	Van Auken	308 Sedora Dr.	Friendswoo Tx	Tx 77	77546 F	Friendswood City	D	281-482-4339			
Sonia	Hernandez	121 St. Cloud	Friendswoo Tx			Friendswood City	D/Bi	713-377-3124			
	Carrillo	314 Parkwood Village Friendswoo Tx	Friendswoo	Tx 77		Friendswood City F	R	281-992-2429			
Morris	Carrillo	314 Parkwood Village Friendswoo Tx	Friendswoo	Tx 77		Friendswood City F	R	281-992-2429			
Rosa	Octaviani	2412 San Augustine L Friendswoo Tx	Friendswoo		77546 F	Friendswood City F	R/Bi	281-787-9243			
Elizabeth	Stacy	706 Quaker Dr.	Friendswoo	Tx 7	77546 F	Friendswood City F	R	713-305-7411			
rah (Wi	Deborah (Wi <mark></mark> Chaney	1008 Applewood Dr.	Friendswoo	Tx 77	77546	Amoco FCU	R	281-224-7800			
Harrette	Howard	1810 Valero St	Friendswoo			Amoco FCU	D	713-824-6061			
Marilyn	Thomas	1537 Sun Meadow BeFriendswoo Tx 77546	Friendswoo	Tx 77		Amoco FCU	R	832-506-0055			

Kenneth	Howard	1810 Valero St	Friendswoo Tx	'x 77546	a	832-52	832-526-0261		
EVBB									
Trained									
Confirmed									
Extra Oersib									
Extra People									
EVBB last time	ne								
Barbara	Drummer	1818 Kemah Oaks Dr. Kemah	Kemah	77565		281-33	281-334-4698		
Detty Jo	Dyda	4913 Fannin Dr.	Galveston	77550		409-73	409-739-3711		
Angie	Abbott	4 Tradewinds Dr.	Galveston	77551		409-7	409-741-0254		
Karen	Elrod	1009 - 14th Ave. N.	Texas City			409-35	409-354-0528		
Loa	Meredith	556 Fork Dr.	League City	77573		832-63	832-632-1523		
Penny	Ignazio	6160 Granger Ln.	League City	77573		832-70	832-704-6972		
Kathleen	Nenninger	2430 Thorndon Pakr League City	League City	77573		281-33	281-334-4418		
Haroon	Malik	3927 Wagon Rd.	Dickinson	Tx 77539	Greater St. Matth∉R/Bi		832-340-1755		

Mary	Castro		Galveston	Τ×		L A Morgan ElemeD/Bi		409-762-0141	
Wilda	Newbrough	Newbrough 504 Fairdale St	Friendswoo Tx		77546	Amoco FCU D		281-615-1339	
Emma	Jaramillo	4608 E. 30th	Dickinson	×	77539	San Leon Volunted R/Bi		281-543-6037	
Tony	Poynor		Bacliff	×	77518	San Leon VoluntedR			
Donnis	Ottinger	7310 Ave. E	Santa Fe	×	77510	Runge Park R		409-925-2631	
Sherry	Ottinger	7310 Ave. E	Santa Fe	×	77510	Runge Park R		409-925-2631	
Catherine	Ordener	1902 Dove Ct.	Friendswoo		77546	Amoco FCU D		281-996-0527 832	832-893-2077
Mary Ann	Malfa	2811 Jeb Stuart Dr.	League City Tx			Creekside IntermeD		281-554-2948	
Eric	Thornton	2130 Pecan Dr.	Dickinson	·	17539	Bay Colony Eleme		281-910-1266	
Angie	Nuno	2197 Longspur Ln.	League City Tx	ĭ		Amoco FCU R/Bi		409-996-0383	
Mattie	Peters	515 Grafton	La Marque	×	895//	Carver Park CommD			
Olga	Reategui	2120 Balsam Lake Ln. League City		Tx	77573	Carver Park CommR/Bi	3i	832-272-2885	
Johnnie	Hayes	7506 Carver Ave.	Texas City	Tx	77591	Carver Park CommD		409-932-8056	
Avys	Poe	4616 Ave. L	Galveston	·	77551	Rebeccah Sealy Ind.		409-939-2048	
Shirley	Thornel	5005 Crockett Blvd.	Galveston	×		Rebeccah Sealy R		512-554-8620	
Joyce	Marchi	2509 Gerol Dr.	Galveston	ΣL	77551	Moody Methodist R		409-771-7705	
Waneta	Rodefeld	15117 Walnut	Santa Fe	×		Calvary Baptist ChR		409-925-2838	
Ray	Suffron	139 Spinnaker Dr.	League City	×	77573	Creekside IntermeR		281-338-1941	
Bobbie	Bradshaw	1726 Oak Meadow D Kemah		Σ	77565	LC Civic R		281-576-2118	
Silvia	Murphree	6180 Warrington Ln.	League City	ř		Harborview Care dD/Bi	3i	832-338-6877	
Brenda	Hagler	2723 Rose St.	Dickinson	×		Dickinson Comm. D		281-508-2581	
Mike	Smith	4919 Chase Stone Dr. Bacliff		×	77518	Bacliff CC R		281-488-8880	
Dolores	Sanchez	8001 Jonquil Dr.	Texas City	×	77591	Bacliff CC D/Bi	3i	409-771-3457	
Gabriel	Olvera	6180 Warrington Ln. League City Tx	League City	ř	77573	Harborview Care (D			
Brenda	Streeter	2920 Port Rose Ln.	League City Tx	×	77573	Hometown Hero's D		832-729-6023	
Nathaniel	Brown	6710 Meadow Pl. Dr. Hitchcock		·	21263	LC Civic D		409-226-0948	
Pat	Schmidt	2608 Ave. O	Galveston	XL	77550	Moody MethodistR		281-534-3526	
Florence	Canion	109 Brigadoon	Friendswoo Tx	ř	77546	Calder Road R		281-482-6520	
Dennis	Nichols	9351 Jamaica Beach	Galveston	×		Gal Co CourthouseR		409-945-4832	
Joseph	Berbel	4827 Austin Dr.	Galveston	×	77551	D		409-457-0449	
Carolyn	Battle	4708 Caduceus Pl.	Galveston	ř	77551	Seaside Baptist ChD		409-744-8008	

	Hiles	3700 83rd St. #5	Galveston	ΧL	77551	Weiss	R			
Margaret	Canavan	3823 Ave. P	Galveston	×		Seaside Baptist ChD/Bi	J/Bi	409-457-9130		
Virginia	Jones	9162 Jamaica Beach	Jamaica Bea Tx		77554	Seaside Baptist ChR	۲	409-996-1822	214-288-2358	
	Turnbow	2925 Gulf Frway S. St League City Tx	League City	ř	77573	League City Interm R/Bi	3/Bi	832-316-5262		
	Stevens	918 Almond Pointe	League City	Τ×	77573	League City InternR	3	281-948-6014		
Tonya	Kloesal	1922 17th Ave. North Texas City	Texas City	Ϋ́	06522	League City InternR	3	409-908-9988		
Lucinda	Gonzales	5113 R 1/2	Galveston	Τ×		Greater St. MatthdD/Bi	J/Bi	409-256-8483		
Norma	Malik	3927 Wagon Rd.	Dickinson	T×	77539	Greater St. Matth D/Bi	J/Bi	832-340-1755		
Addie	Pappous	22 Cedar Lawn N.	Galveston	T×	77551	4	R	409-771-2470		
Jann	Compton	2617 Ave. K	Galveston	×	77550	L A Morgan ElemeD)	409-762-1416		
	Heidel	18502 Warrior Drive	Galveston	Ϋ́	77554	L A Morgan ElemeR	3	409-443-5074		
Tony	Clements	5928 Ave L	Santa Fe	Tx	77510	Runge Park	R	409-789-5802		
Anthony	Holmes	6717 Fairwood Rd	Hitchcock	Tx	77563]	D	281-854-4195		
Alma	Acosta	2829 33rd Ave. North Texas City	Texas City	Tx	06522	4	R/Bi	409-948-0242		
Jenifer	Leonpacher	Leonpacher 119 Quayside Drive	Galveston	Tx	77554	Moody Methodist R	3	C409-682-0062		
Nancy	Attaway	5176 Jamaica Beach	Galveston	Ϋ́	77554	Moody Methodist R	3	409-974-4870		
Maria S.	Flores	5611 Frasier Ave.	Galveston	×		Moody Methodist D/Bi	J/Bi	409-761-0851		
Catherine	Polk	620 Studio Dr.	La Marque	ř	77568	<u></u>	R	409-935-2982		
	Guzman	8010 Hiway 6 Apt. B-	Hitchcock	×	77563	Ţ	D	409-497-6262		
Rosalie	Terry	1222 Veronica	La Marque	Ϋ́	77568	F	R	409-935-6627		
Felicitas	Jaramillo	414 Buttonwood Dr.	Texas City	Ϋ́	77591]	D/Bi	409-789-3559		
Josie	Gracia	P.O. Box 1568	Dickinson	×	77539	F	R/Bi	281-534-2170		
David	LeCompte	5901 Ave. L	Santa Fe	Ϋ́	77510	F	R	409-316-1073		
Tommye	Randolph	P. O. Box 1891	League City Tx		77574	<u> </u>	R	281-299-3128		
Elizabeth	Hughes	5210 Kingsmill Rd.	Friendswoo		77546	F	R/Bi	713-576-9469		
Melinda	Zeek	902 Rosewood	Dickinson	Ϋ́	17539	I	R	832-315-9396		
Linda	Jansen	1029 17th Ave. N.	Texas City	Τ×	77590]	D	409-945-2898		
Alicia	Youngblood	Youngblood 2013 Castle	League City Tx		77573	F	R	281-413-6172		
Katrina	Evenhouse	306 Benson Rd.	Dickinson	×	77591	F	R	281-554-5880		
Isabel	Farias	506 Dawn Dr.	League City	ř	77573	E	Bi	832-512-1718		
Cindi	Hallcom	329 S. Amburn Rd.	Texas City	ĭ	Tx 77591	4	R	409-229-1167		

Jackie	Cornish	1108 Lilac St.	La Marque	Ľ	77568	Ω	409-938-0219	
Suzette	Bettencourt	Bettencourt 6718 FM 646 South	Santa Fe		77510	R/Bi	409-925-7509	
Marilyn	Mason	8514 Shiloh St.	Texas City	Ľ	77591	D	985-290-1967	
Tommy	Turnbow	2925 Gulf Frway S. St	St League City	ĭ	77573	R/Bi	713-882-3312	
Gail	Akins	403 David	Friendswoo Tx	×L	77546	D	281-992-3477	
Keith	Gibson	426 Tahiti	Tiki Island		77554	R	281-332-2232	
Lorraine	Williams	5602 Mitchell Ln.	La Marque	Ľ	77568	D	409-392-0846	
Norma	Byous	2026 Fairfield Ct. Sou League City	League City	ĭ	77573	R	281-332-4681	
Linda	Walker	7711 Bering St.	Hitchcock		77563	R	409-621-6244	
Carmen	Melchor	2612 8th Ave. North	Texas City		77590	D/Bi	713-540-8655	
Michael	Adams	1116 Downing Cr.	League City	Tx	77573	R	713-303-0574	
Don	Zeek	902 Rosewood	Dickinson	TX	77539	R	713-264-1682	
Shirley	Josey	7202 Wren Cr.	Texas City		77591	D	409-256-6351	
Emogene	Rodriguez	P.O. Box 32	Port Bolivar Tx		17650	D/Bi	409-457-7831	
Darrio	Cuartas	538 White Wing Ct.	Dickinson		77539	R/Bi	832-723-3588	
J.D.	Roberts	20 Adler Circle	Galveston	Tx T	77551	R	409-762-6548	
Aurora	Walker	P.O. Box 465	League City	ř	77573	R/Bi	281-667-7594	
Betty	Middleton	2325 Anders Lane	Kemah		77565	R/Bi	281-538-6938	
Darrell	Middleton	2325 Anders Lane	Kemah	Ľ	77565	R	281-538-6938	
Helen	Childs	410 Windsor Dr.	Friendswoo Tx		77546	D	281-996-7896	
Grace	Pesek	420 Glenlea Dr.	Friendswoo Tx	ř	77546	R/Bi	832-725-3796	
Juan	Lozano	5605 Lone Star Court League City	League City	ř	77573	D/Bi	281-332-5142	
Mary Fae	McKay	901 Quaker Dr.	Friendswoo Tx	×	77546	D	281-482-9061	
Maria	Morales	302 Green Oaks Dr.	League City	Тх	77573	D/Bi	832-771-5015	
Mike	Guerrero	301 Crystal St.	League City Tx	×	77573	R	281-910-0096	
Ellen	Price	68 Harbor Ln.	Kemah	Ľ	77565	R	281-332-0014	
Rachel	Hernandez	11007 32nd Ave. N.	Texas City	Ľ	77590	D	409-771-7231	bil
Garry	Smith	8114 Leigh	Hitchcock	×	77563	Ω	409-750-1553	
Claudette	Stinson	4127 Ball St. Apt. #K-; Galveston		ř	77550	О	409-795-4394	

Umberger Umberger Bliss Caldwell Mentor Io Diaz Boudreaux Benoit Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo e Simmons Shiloh Pool Pool			Tx 77573 Tx 77573 Tx 77546 Tx 77565 Tx 77590 Tx 77593 Tx 77573 Tx 77573	x x x	281-339-7555 281-339-7555 832-526-0261 Bil	
Umberger Bliss Caldwell Mentor do Diaz e Boudreaux e Benoit Hardy nie McFerren Stevens Balderas Carrio Collazo ce Simmons Shiloh Pool Pool			77573 77546 77565 77590 77593 77573 77573	ж ж		
Bliss Caldwell Mentor do Diaz do Diaz Benoit (Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		riendswoo Tx kemah Tx exas City Tx lockinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77546 77565 77590 77593 77573 77573	R		
Caldwell Mentor do Diaz Benoit Benoit (Fele's Salazar Hardy nie McFerren Stevens Balderas Carrio Collazo ce Simmons Shiloh Pool Pool		cemah Tx exas City Tx Dickinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77565 77590 77593 77573 77590 77573			
do Diaz Boudreaux Benoit Benoit (Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX	77590 77593 77573 77590 77573	D	832-474-5953	
e Boudreaux Benoit Benoit (Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		iewas City Tx Dickinson Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77590 77593 77573 77590 77573	R	832-375-9237	
Renoit Rele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Collazo Collazo Collazo Pool Pool Pool		eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77593 77573 77590 77573	R	409-945-5780	
(Fele's Salazar Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool	35	eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77573 77590 77573	D	281-877-2430	
(Fele's Salazar Hardy Hardy Stevens Balderas Carrio Collazo Collazo Collazo Shiloh Pool Pool Pool Villarreal		eague City TX eague City TX eague City TX eague City TX eague City TX eague City TX	77590 77573	D	5	
Hardy Inie McFerren Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City Tx eague City Tx eague City Tx eague City Tx eague City Tx	77573	D		
Stevens Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City Tx eague City Tx eague City Tx eague City TX		R		
Stevens Balderas Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX eague City TX eague City TX	77573	R		
Balderas Carrio Collazo ce Simmons Shiloh Pool Pool		eague City Tx.	7757	R	281-948-6014	832-264-1763
Carrio Collazo Ce Simmons Shiloh Pool Pool		eague City TX	77573	D	832-573-8189	
Collazo Ce Simmons Shiloh Pool Pool Villarreal			77573	R	713-303-0574	
Shiloh Pool Pool Villarreal		Galveston Tx	77550	D	713-828-0080	
Shiloh Pool Pool Villarreal		Texas City Tx	Tx 77591	D	832-718-9533	
Pool Pool Villarreal	somwood DL	4416 Blossomwood 🛭 League City Tx 7757	77573	D	409-938-8459	
Pool Villarreal		Bacliff Tx	77518	R	713-806-3841	
Villarreal		Bacliff Tx	Tx 77518	R	713-806-3842	
		Bacliff TX	TX 77518	R	832-738-6717	
Cristina Kodriquez 8027 Henc	8027 Henck Ave.	Hitchcock Tx	7756	D	409-256-9152	
Christopher Harrell 512 Broadway		San Leon Tx	Tx 77539	D	281-299-7772	409-457-1471
Joseph Fallaice 2231 Bay H	2231 Bay Haven Way	League City Tx	Tx 77573	D	281-538-1184	
Diane Mendenhall P.O. Box 9273		Bacliff	7751	R	832-848-1400	
Luis Garcia 922 Azalea Pointe		League City Tx 7757	77573	R	281-316-9264	
Margaret Canavan 3823 Ave. P		Galveston Tx	Tx 77550	D	409-762-0197	
Lucy Vasquez 509 Walnut		La Marque Tx	92//	D	409-938-7849	
Wendy Krnavek 5925 646 South		Santa Fe Tx	Tx 77510	D	409-925-0645	
Linda Price 1263 Blue	1263 Blue Heron Dr. B	Bayou Vista Tx 7756	77563	D		

Tammy	Hernandez	514 6th Ave. N.	Texas City	Tx 7	77590	R			
Maria DoloreValdez	Valdez	7604 Ave. E	Santa Fe	Tx 7751	77510	R	409-925-3966		
Joe	Collazo	1613 20th St.	Galveston -	Tx 7	77550	D	713-828-0081		
Linda	Delaney	7513 Leeward Dr.	Galveston -	Tx 7755	77551	R	409-741-7795		
Lillie	Little	4317 Ave. K	Galveston -	Tx 7755	77550	Q	409-762-6548		
Bernadette	Rogers	1127 Ave. M	Galveston -	ī,	Tx 77550	D			
Lewis	Smith	7610 Ave. L	Santa Fe	7× 7	17550	Ind.	832-221-2657		
Janice	Watson		Galveston -	Τ×		Q	713-851-0861		
Linda	Jansen	1029 17th Ave. N.	Texas City	Tx 7	77590	D	409-945-2898	1 Bil	
Millie	O'Neal	7417 Mockingbird Ln Texas City		Tx 7	77591	D	409-935-4815		
Sara	DelPozo	206 Greenbriar Ave.	Friendswoo Tx 7754	Tx .	77546	Q	281-996-8965 7	713-553-9817	
Judy	Ricketts	10215 Schaper Rd.	Galveston -	X	77554	Q	409-739-6985		
Lupe	Ortiz	2008 26th St.	Galveston -	Tx 7755	77550	D	409-762-8610 E	Bil	
Marilyn	Thomas	1537 Sun Meadow Bl	Friendswoo	Tx 7	77546	R	832-506-0055		
Mary Susie	Sauceda	2721 - 21st Ave.North Texas City		Tx 7759	77590	R	832-425-6048	lid	
Charlotte	Westerlage	825 Shady Ln.	La Marque	Tx .	Tx 77568	R	409-935-5707		
Cathy	Morrison	3510 Ave L	Santa Fe	Tx 7751	77510	R	832-226-7959		
David	роон	5113 Royal Oak	Texas City	7× 7	77591	Q	832-226-6476	409-55	409-599-7755
Larry	Bimage	500 Tanglewood #4E	Dickinson	T_	77539	D	713-516-8926		
Willie Mae	Watkins	7013 Carver Ave.	Texas City	Tx 7	77591	D	409-935-3818		
Dorothy	Trevino	2601 Gerol Dr.	Galveston -	_ <u>`</u>	Tx 77551	D	409-741-2496 E	Bil	
Linda	Coltharp	1210 Red Wing Dr.	Friendswoo Tx	T.	77546	R	409-457-1795		
Elizabeth	Worthy	3801 Kansas Ave.	Dickinson -	Tx 7753	77539	D	409-392-1700		
Kathy	Rogers	207 Charleston Rd.	Friendswoo	_ <u>`</u>	77546	R	281-996-0457		
Jennie	McQuillon	38 Windsong Ln.	Friendswoo Tx 7754	Tx .	77546	Q	had a stroke 2/20	0	
Rebecca	Lopez	2528 6th St. N	Texas City	T.	Tx 77590	D	409-771-9813 k	bil	
Diana	Balinas	707 Temple Dr./P.O.	Hitchcock	Tx 7	77563	R	985-290-1967		
Pat	Davis	435 Blossomwood Dr League City Tx 7757	League City -	_, 	77573	Ind.	832-578-3240		
Crystal	Groenenste	7500 Ave. M	Santa Fe	T _Y	77510	R	281-992-1816		

Jerome	Anderson	4002 18th St. N.	Texas City	Tx 77	77590	<u>8</u>	409-945-2248		
K. C.	Broyles	1302 Ocean Manor Li	League City	'./ XL	77573	R	713-882-8014		
Karen	Broyles	1302 Ocean Manor Li	League City	Tx 7757	7573	R	713-882-8014		
Alvin	Alexander	1302 Ervin	League City T	Tx 77	77573	Ind.	281-299-2467		
Patricia	Krc	1210 Montgomery St	La Marque	Tx 7756	7568	R	409-935-5700		
Larry	Krc	1210 Montgomery St	La Marque	Tx 77	27568	R	409-935-5700		
Johnny	Torres	4408 31st St.	Dickinson	Tx 7753	7539		713-885-4361		
Bob	Fitzmaurice	2707 Bent Tree Tr.	League City T	'./ ×1	77573	D	281-334-2405		
Maria	Solis	921 Lilac St.	La Marque T	Tx 7756	7568	D	832-425-6048		
Јау	Reynolds	2937 Meridan Bay Ln Dickinson		Tx 77	77539	R	281-337-0937		832-769-5088
Jamahl	Payne	2133 Green Lee Ln.	Dickinson T	Tx 7753		D	409-599-3782		
Sarah	Sanchez	4144 Grand Blvd.	Dickinson	Tx 77	77539	R	409-765-6237		
Lillie	Little	4317 Ave. K	Galveston T	Tx 77	77550	D	409-762-6548	1 + 1 bil	713-516-5262
Rebecca	Lopez	2528 6th Ave. N	Texas City T	Tx 7759	7590	R	409-771-9813		
Janice	Evans	6619 McClendon	Santa Fe	Tx 7751	7510	R			
Shaunna	Winston	5113 Royal Oak Dr.	Texas City T	Tx 7759	7591	D	832-561-9657		
Robert	Buchannan	1 Pine Cr.	La Marque T	Tx 7756	7568	R			
Gloria	Simmons	315 N. Fulton	Texas City T	Tx 7.	77591	D	409-599-6134		
Ora	Timmons	801 1/2 4TH AVE N	Texas City T	Tx 77590	7590	D			
Felipe "Jesse Solis	Solis	921 Lilac	La Marque T	Tx 77	77568	Ind.	832-425-6048		
Irene	Rawls	2925 Q 1/2	Galveston T	Tx 77550	7550	D	281-332-8039 5	2 bil	281-467-8182
Bonnie	Wilson	2323 Hampton Rd.	League City T	Tx 77	77573	R	409-457-9911	Bil	
Mary	Perez	#1 Broadmoor Cr.	La Marque T	Tx 7765	1658	D	409-256-0710		
Frank	Goodman	2320 Acacia Ct.	League City T	'./ ×1	77573	R	281-554-5358		
Stephanie	Aleman	907 - 14th St.	Galveston T	Tx 7755		D			
Diane	Brodie	7312 Seawall Blvd. #1Galveston		Tx 77	77551	В	281-935-0683		
Mafalda	Fallaice	2231 Bay Haven Way League City Tx 7757	League City T	7.	7573	D	281-538-1184		
Anna	Torres	4408 31st. St.	Dickinson	Tx 77	77539	R			
Kistler	Farmer	3961 Lake Star Dr.	League City Tx 7757	ا× 7	7573	D			

Jose Mario Gu Joanne W	2	2830 6th Ave. North	Tayac City Tv						
				066// XI	90	Я		1 bil	409-945-4197/409-771
	Williams	714 Sparrow Way	Texas City	Tx 7759	91	D	409-497-5671		
Nancy Ga	Gardner	1 Sun Meadow Blvd.	Friendswoo Tx	Tx 77546	91	Q	281-992-2804	1 bil	409-771-7705
Joyce	Marchi	2509 Gerol Dr.	Galveston	1X 775	51	R	409-744-4888		
John	llc	695 Davis Rd.	League City	Tx 77573	73	R	713-539-2380		
Emma	Jaramillo	4608 E. 30th		Tx 77539	68	R	281-543-6037 bil		
Linda	Flores	1520 Bayou Shore Dr Galveston		Tx 77551	51	~	281-482-2711		
Mary	Delay	911 Leslie Ln.	Friendswoo Tx		91	~	281-777-3778		
Susan Ha	Hargis	915 Dogwood Rd.	Clear Lake STx	Tx 77565	35	R	832-387-2410		
Thomas La	Lawson	3807 Ave. Q	Galveston	Tx 77550	20	В	409-497-3144		
Monica	Reyna	1115 Hwy 146 N. #14 Texas City		Tx 77590	06	Q	409-457-5722	bil	
Susie Hu	Hudson	6115 Ave. Q	Galveston	Tx 77551	51	R	409-766-0232		
Roberta	Farrington	74 Tarpon	Bayou Vista	Tx 77554	54	R	409-771-6490	Bil	
Elaine Bu	Buford	4628 Sherman Blvd.	Galveston -	Tx 77551	51	В	409-370-7335		
Eddie Ites	Se	3815 Ave. Q 1/2	Galveston -	Tx 77550	20	Q	409-457-9130		
Veronica Ay	Ayala	4702 R 1/2	Galveston	TX 77551	51	Q	409-789-5935		
Juanita Ja	Jackson	6610 Woodlawn	Texas City	Tx 77591	11	Q	281-508-2476		832-385-9515
Doris Co	Cobbs	P.O. Box 53	Dickinson -	Tx 7753	36	D	832-444-9327		
Heather	Morris	3495 Cedar Prairie	League City	Tx 77573	73		281-648-4564		
Angela Hu	Hurd	3021 Ave. K	Galveston	Tx 77550	20	Q	409-354-8672		
Maria	Alexander	3011 Virginia	La Marque	Tx 77568	28	D	409-370-4550		
Aurora So	Solis	101- 12th St. South	Texas City	Tx 77590	06	D	409-949-9012		
Otilia Rc	Romero	213 7th St. North	Texas City	Tx 77590	06	R			
Samuel Ha	Haley	3105 Melody Dr.	La Marque	Tx 77568	98	R			409-739-0118
Laren Sa	Sands	2113 Yorktown Ct. N. League City Tx	League City	Tx 77573	73 Alamo School	R	281-316-1582		
Pat Lo	Logan	2135 Fenwood	Kemah	Tx 77565	35	R	281-334-5909		
Leyton Br	Brundrette	4007 Masters	League City	Tx 77573	23	R	409-771-7177		
Tommie Je	Jenkins	4722 Ave. S	Galveston	TX 77551	51	D	409-766-0318		
Anna	Olivares	1428 Ave. M	Galveston -	Tx 7755(20	D	281-332-3834		

Alejandro	Saenz	113 Briarwood Ct.	League City Tx 77573	(77573	Q		832-425-0466				
Candy	Jard	423 W. Shore Dr.	Clear Lake STx	77565	Hometown Hero's R		281-546-4366				
Benny	Smith	3301 Hughes Ln. #81	Dickinson Tx	77539	Q		281-508-7313			291-508-7313	
Sheryl	Brooks	3301 Hughes Ln. #81	Dickinson Tx	77539	Q		316-640-4151				
Amy	Simmons	3212 White Sands Waleague City	League City Tx	77573	R		713-857-2715				
Patrick	McFarland	724 S. Iowa	League City Tx	77573	Q	-	281-339-2700				
Diane	Voll	695 Davis Rd.	League City Tx	77573	R		281-222-1426				
Karen	Chappell	410 West Dr.	League City Tx	77573	R	•	409-526-6568				
Wanda	Smith	226 S Westward	LaMarque Tx		Highland Creek CaD	,	409-933-1822				
Bobby	Lynch	307 S. Fulton	Texas City Tx	77591	Calvary Baptist ChD		713-824-6061				
Gloria	Bliss	118 Tower Dr.	Friendswoo		R		832-216-2304				
Tania	Bush	5102 Geneva Dr.	Friendswoo	77546		,	409-392-1074				
-onnie	Jones	2109 29th St.	Galveston Tx	77550	Q						
Benjamin	Hannon	2901 Sealy	Galveston Tx	Tx 77550			281-334-2722	2 1	bil	281-900-9732	
Judy	Stapp-Hollis	Stapp-Hollis 2874 Romano Ln.	League City Tx	77573	Q		281-334-2696				
Fina	Russell	717 Narcissus Rd.	Clear Lake S Tx	77565	Q		832-816-7012				
Charlotte	Anderson	901 S. Kobayashi Apt. Webster	Webster Tx	77598	lnd		281-332-3882				
Sylvia	Lass	2305 Hampton Rd.	League City Tx	77573	R	,	832-866-9363				
Melba	Norman	7911 Prairie	Hitchcock Tx	77563		,	409-935-9458				
Janice	Geer	8006 Catalpa	Texas City Tx	77591	COM	-	281-482-1385				
Ron	Brennan	912 Oak Vista Ct.	Friendswoo Tx	77546	Q	•	281-650-9308				
Amando	Amaya	1302 Frontier Ln.	Friendswoo Tx	77546	Q	-	281-557-5539			713-518-3612	
Rodrigo	Castor	1211 7th Ave. North ⁻	Texas City Tx	77590	Q		281-482-3029				
Richard	Landers	509 Brandywyne Dr.	Friendswoo Tx	77546	R	,	281-948-6014				
Niki	Stevens	918 Almond Point	League City Tx	77573	R	-	281-554-2381				
rnold Thom	Arnold Thom Frankovich	1514 Pearl Dr.	League City Tx	77573	R	,	409-739-0074				
Theresa	Cromer	7009 Youpon	Galveston TX	77551	Q	7	409-256-3114			409-695-3663	
Kathy	Chachere	4215 Ave. N 1/2 Apt.	Galveston Tx	77550	D	,	281-648-4564				
Willard	Jones	602 Park Lane	Friendswoo Tx	77546	D	,	281-534-2268				
Donald	Bernard	4822 26th St. East	Dickinson Tx	Tx 77539	Q		832-578-3240				

Betty	Mathison	11912 - 13th St.	Santa Fe	Ϋ́	77510	Q	409-935-8770		281-799-4408	
Martha	Woolridge	2601 Cedar Dr.	La Marque	Τ×	27568	Q	409-949-9990		512-653-5917	
Rachel	Delgado	2201 - 5th Ave. N.	Texas City	Tx	06522	R	281-339-0975			
Debbie	Saunier	1223 Edwards Dr.	San Leon	Τ×	77538	R	409-229-1167			
Hallcom	Cindi	329 S. Amburn Rd.	Texas City	Ϋ́	77591	R	832-875-3475			
Chris	Perry	4112 Lovers Ln	Dickinson	Tx	77539	R	281-337-2462			
Frank	Quin	5200 Cottonwood Cir Dickinson	Dickinson	Tx	77539	Q	713-480-5560	vietnamese		
Susan	Tran-Eversn	Tran-Eversm 4618 La Escalona Dr. League City	League City	ХL	77573	<u>~</u>	281-534-1863		832-561-5604	
Wayne	Blundell	7520 Wetzel Rd.	Dickinson	ř	77539	æ	832-642-0546			
Marcella	Gonzalez	1905 Carolina Ave.	League City	Tx	77573	Ind.	281-339-2211			
Mary Delore Perez	Perez	5071 Hauna Ln.	Dickinson	ř	77539	۵	281-559-2179			
Yvonne	Beard	P.O. Box 215	Bacliff	Τ×	77518	Q	281-450-5348			
Dolores	Sanchez	8001 Jonquil Dr.	Texas City	Τ×	77591	D	713-449-3392			
Keyunte	Randle	2902 Deats Rd. Apt. EDickinson	Dickinson	Tx	77539	D	409-935-2372			
Doris	Glanz	418 Lane	Texas City	×	77591	R	409-457-9306			
Ernest	Contreras	4507 R 1/2	Galveston	Tx	77551	Q	409-939-9264			
Larry	Simmons	125 - 1st Ave. N.	Texas City	Τ×	Tx 77590	D	409-945-9247			
Estanislado	Solis	101 - 12 Street South Texas City	Texas City	Tx	77590	D	713-517-0719		281-316-7394	
Janet	Lardas	170 Highland Terrace League City Tx	League City	Τ×	77573	R	281-561-4865		832-561-4856	
Allison	Trum	19527 Shores Dr.	Galveston	Τ×	77554	R	713-516-5955			
Deborah	Haynes	4818 Ave. R 1/2 #309 Galveston	Galveston	Tx	Tx 77550	D	409-789-8218	lid		
Pam	Serenil	4416 Ave. Q 1/2	Galveston	Τ×	17550	lnd	409-256-6666			
Demetra	Henderson	7410 Hwy 6 Apt. #70 Hitchcock	Hitchcock	×	77563	D	214-881-8121			
Danyel	Lee	7520 Caldwell	Hitchcock	Τ×	Tx 77563	D	832-566-8906			
Hector	Castro	7203 Mockingbird Ln	Texas City	ĭ	77591	D	409-938-4342	2 bil		
Karen	Lewis	12618 C-Bar Circle	Santa Fe	Τ×	Tx 77510	R	409-925-7016	bil		
Emma	Jaramillo	2117 Deats Rd.	Dickinson	Τ×	77539	R	281-543-6037			
								•		

linda			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			<u>د</u>	1100-1110-111			_
	Egger	P.O. Box 1353	Santa Fe Tx		77510	R	409-925-7489			
Dena	Vickery	903 Temple Dr.	Hitchcock	Tx 7	77563	R	409-682-1571			
Helen Gayle 🕟	Moore	6421 1/2 Caroline	Hitchcock	Tx 7	77563	D	409-594-8506			
Greyson B	Burdette	2700 Gulf Frwy. #172 Texas City		Tx 7	77591	R	409-789-3691			
Ramon D	Davila	11903 Santa Fe Trails Santa Fe		Tx 7	77510	R	832-492-6960			
Rebecca	Lopez	2528 6th Ave. N	Texas City	Tx 7	7590	~	409-771-9813			
√ Mandy N	McNemar	4811 Palmetto	Bacliff	Tx 7	77518	Q	832-340-6296			
Micah	Rutherford	3228 Teakwood Cr.	Dickinson '	Tx 7	77539	R	281-615-7580	-li8	Bil-clerk	
Aaron	oungblood,	Youngblood 2013 Castle	League City Tx	Tx 7	77573	R	281-332-4046			
Brenda	Thompson	620 Thompson Rd.	Alvin	Tx 7	77511	Q	409-770-4786			
Monica	Rogue	5506 Tower Rd.	Santa Fe	Z XT	77517	D	409-795-9332			
Ancira	Cuartas	538 White Wing Ct.	Dickinson	Tx 7	77539		281-337-2339			
Betty S	Stoneman	13 Haverford Ln.	Friendswoo	Tx 7	77546		832-693-6013 2			
Teresa S	Suter	14915 W. 1st St. S	Santa Fe	Tx 7	77517	D	409-316-1297			
Claudia M.	Linza	4607 Julia Ln.	Santa Fe	Tx 7	77510	R	409-939-5673			
Howard S	Suter	14915 W. 1st St. S	Santa Fe	Tx 7	77517	Q	409-771-6770			
Jennifer V	Vickery	3809 Cark	Santa Fe	Tx 7	77517	R	409-789-2544			
Ezora	Durand	1502 - 22nd St.	Galveston	Tx 7	77550	D	409-750-8455			
Michelle	Davis	2112 Winged Foot Dr League City	eague City	Tx 7	77573	Ind.	832-385-3679			
Cynthia	Frankovich	1514 Pearl St.	League City Tx	Tx 7	77573	R	281-554-2381			
Jean Ja	Jardine	1315 Outrigger	Tiki Island	Tx 7	77554	R	409-599-1298			
Judy	Franklin	402 Church Apt. #116 Galveston		Tx 7	77550	D	832-272-2885			
Olga	Reategui	2120 Balsam Lake Ln. League City Tx	eague City	Tx 7	77573	R	832-221-6120			
Bertha A	Adams	2010 Island Manor Lr League City	eague City	7 XT	77573	R	281-299-2467		281-299-2467	
Alvin A	Alexander	1302 Ervin	League City Tx		77539	D	409-789-6664			
Sue Ellen	Johnsen						832-385-9810			
Kenneth H	Howard	504 Old Course Dr.	Friendswoo Tx		77546	D	409-771-8910 3	2	Bil	
Jo	Llewellyn	157 San Fernando	Galveston	Tx 7	77550	Ω	409-766-7151 5	1	Bil	
Sharon C	Croisant	103 Water (C	Galveston	Tx 7	77550	R	409-762-5439			

Carmona	2101 35th	Galveston	×	77550	R	409-762-0110		
	5023 Ave. N.	Galveston	×	77551	Q	409-256-7007		
Trevino	5023 Ave. N.	Galveston	×	77551	۵	409-761-0851		
	5611 Frasier Ave.	Galveston	×	77551	D	409-443-1005		
	3605 Ave. R Down	Galveston	×	77551	D			
	9112 Bryce Ave.	Texas City	×	77591	R	409-354-1053		
Sendejas	3604 M	Galveston	×L	77550	R	409-763-2038 6	1 + 1 bil	409-392-0999
	157 San Marino Dr.	Galveston	×	77550	R	409-457-9306		
Contreras	4507 Ave. R 1/2	Galveston	×	77551	۵	409-762-8610		
	2008 26th St.		×	77550	۵	409-370-8140		
Williams	17 South Shore Dr.	Galveston	ř	77551	æ	281-535-5518 1	1 + 1 bil	281-450-0101
Bentley	4411 Pebble Beach D	League City Tx	×	77573	æ	713-859-6659 5	1	
	222 Oak Creek Dr.	League City	×	77573	Q	409-739-6311		
Williams	2261 Longspur	League City Tx 77573	×	77573	Q	281-535-5518		
Bentley	4411 Pebble Beach D	League City Tx	×	77573	R	281-332-8522		
Gonzalez	2850 Butler Rd.	League City	Tx	77573	R	832-474-5953		281-334-3981
Gutierrez	2127 Ave. O 1/2	Galveston	×L	77550	R	281-334-2803 5	1 bil	c 713-823-3167
Brown	3903 Pebble Beach D League City		×	77573	D			
Villarreal	1828 Oriole Dr.	League City Tx	×	77573	R	281-554-5456		
Hook	1002 Bay Area Blvd.	League City	Tx	77573	R	281-557-3981		
Carrio	708 orange Grove St.	League City Tx		77573	R	281-332-0014		
Saenz	113 Briarwood	League City	×	77573	D	281-332-3834		Ext. 8718
Gallardo	212 Cedar Branch Dr. League City Tx	League City	·	77573	D	281-332-7494		
Zavala	221 Silvermist Cr.	League City	Τ×	77573	R	281-774-8817		661-205-3790
Rosas	P.O. Box 940	Hitchcock	×	Tx 77563	D	409-927-2726		
Howard	1603 Milan	LaMarque	×L	77568	R	409-789-5515		
Boatwright	673 Park View Ln.	League City	×	77573	D	832-630-5459 5	1 bil	
Compian	1020 Duroux	La Marque	×	77568	D	409-939-8017		
Castro	818 Cypress	La Marque	×	77568	D	409-256-6815		
Mary Delore Valdez	7604 Ave. E	Santa Fe	×	Tx 77510	R	409-925-3966 5	1 bil	

Juanita	Jackson	6610 Woodlawn	Texas City	T,	77591	Ω	409-789-5935			
Maria	Alexander	3011 Virginia	La Marque	' xı	77568	Q	409-935-9647			
Tim	Franklin	1709 Fairhill Cr.	Texas City	' xı	77591	R	409-770-4531			
Otilia	Romero	213 7th St. North	Texas City	Tx 7	77590	Я	409-949-9012 3		2 bil	281-337-6420
Robert	Hutchins	P.O. Box O	Dickinson	Tx 7	77539	D	713-417-6223			Sonny Amaya
Janie	Aguirre	9001 Gettysburg	Texas City	' xı	77591	R	409-457-7736			
Amando	Amaya	1302 Frontier Ln.	Friendswoo	. X	77546	D	281-650-9308			
Angelica	Leija	17018 Auction Barn RSanta Fe		' xı	77511	Q	409-795-1480			
Jackie	Cornish	1108 Lilac	La Marque	' xı	77568	D	409-938-0219			
Dolly	Solis	101 12th St. South	Texas City	' xı	17590	Q	409-945-9247 3		2 bil	
Florence	McCamy	2018 - 18th Ave. N	Texas City	' xı	77590	Q	409-943-4758 6	1	1 Bil	281-702-9865
Margaret	Raven	6717 Wayne Johnson Hitchcock		' xı	27563	Q	409-986-5339			
R.D.	Williams	12315 Marian Ln.	Dickinson	. XT	Tx 77539	R	409-925-3017			
San Juana	Sanchez	7021 Renaud St.	Hitchcock	Tx 7	77563	Ind.	409-925-3017			
Patsy	Rice	12315 Marian Ln.	Dickinson	' xı	77539	Я				
Dodie	McGinty	12315 Marion Ln.	Dickinson	Tx 7	77539					
Maria	Tovar	5316 R 1/2	Galveston	· XT	Tx 77551	D	409-526-8937			
Yolanda	Gonzales	1011 13th St. North	Texas City	_ x_	77590	D	409-789-6664		1 + 1 bil	
Sue Ellen	Johnson	1819 Port O' Call	Tiki Island	Tx 7	77554	Я	713-516-0663 5		1	
Jackie	Booth	203 Bamaku Bnd.	Tiki Island	' X	77554	D	409-945-9247			
Estanislado	Solis	101 12th St. South	Texas City	Tx 7	77590	Я	713-828-0935			
Sheila	Parsons	1007 Tiki Dr.	Tiki Island	Tx T	77554		713-569-2985			
Norma	Schafstall	902 Long Reach	Tiki Island	×	77554		281-534-2201			Just had Knee replaceme
Genivee	Morgan	3218 Leakwood Circle Dickinson		T _Y	77539	D	409-762-8847			
Diana	Tamez	3802 Ave. S Up	Galveston	_ x_	77550		409-370-4825			
Thelma	Garcia	P.O Box 3535		Tx 7	77552	D	409-256-0312			
Shirley	Dorise	2411 53rd St.	Galveston	Tx 7	77551	D	409-354-1053			
Rudy	Sendejas	3604 Ave. M	Galveston	Tx 7	77550	D	409-457-7466			
Maria	Flores	5316 Ave. R1/2	Galveston	Tx T	77551		409-986-4764			
Doris	Perkins	1051 Columbia Mem League City Tx 77573	League City	×	77573	D	281-910-0082			

Murphy	Mason	7609 Rice Rd.	Dickinson	<u>'`</u>	77539	<u> </u>	281-482-3166		_
Ellie	Melendez	103 Annette	Friendswoo Tx	T,	77546	R	281-996-1634		
Miguel	Herrera	125 St. Cloud	Friendswoo		77546		409-526-8783		
Michael	Enriquez	1309 Bayou Shore Dr Galveston		Tx 7	7551		281-993-8497		
Larry	Stewart	1517 Briar Bend	Friendswoo	T× .	77546	R	409-935-2013		
Christine	DeLeon	1024 Duroux	La Marque	Tx 7	27568	D	409-935-2013		
Gamaliel	Gonzales	1024 Duroux	La Marque	Z XT	77568	О	409-771-1097		
Yolanda	Jaramillo	2605 28th Ave. No	Texas City	Tx /	06522		832-373-6997		
Jesus	Salinas			Tx			409-354-1780		
Stephanie	Cisneros			Τ×			409-938-1116		
Margaret	Searles	7510 Meadowlark Ln Texas City		Tx /	77590	О	409-948-2426		
Clara	Montez	2502 37th Ave. No	Texas City	Tx 7	77590	D	409-457-4897		
Esther	Hobi	3017 Curlew Ln.	Texas City	Tx 7	77590	D	409-938-0437		
Kim	Anthony	248 Muriel	La Marque	Tx 7	7568	D	281-332-4134	will call back.	
Alma	Canales	1915 Dellore	League City	Tx 7	77573	D	281-996-7685		
Joseph	LeCour	701 S Friendswood D Friendswoo Tx	Friendswoo		77546		409-737-2151		
Zane	Hooper	3222 Ave. K	Galveston	Tx 7	77550		409-256-2413		
Mark	Rodriguez	1029 Azalea Ct.	La Marque	Tx	77568	R	409-443-1418		
Thelma	Sanchez	9001 Glacier Ave. Ag	Ag Texas City	Tx 7	7591	D	409-771-1306		
Sharon	Thibodeaux	7010 Hwy 6	Hitchcock	TX /	77563	D	409-986-6875		
Dionna	Holmes	6105 Terrebone	Hitchcock	Tx 7	77563	D	409-256-4350		
David	Pena	5001 Live Oak	Texas City	Tx	77590	D	409-750-0588		
Michelle	Cravey	1701 55th St.	Galveston	Tx	77551	R	409-771-1097		
Yolanda	Jaramillo	2605 28th Ave. No	Texas City	Tx 7	77590		832-226-2479		
Marisol	Chavez	2113 Coldwater BridgLeague City Tx	League City		77573		409-945-9820		
Melony	Mathews	3 - 20th Ave. No	Texas City	Tx 7	77590	R	409-945-9820		
David	Mathews	3 - 20th Ave. No	Texas City	Tx 7	77590	R	409-316-1073		
David	LeCompte	5901 Ave. L	Santa Fe	Tx /	77510	R	409-925-1010		
Roland	Morales	12507 A-Bar Dr.	Santa Fe	×	77510		409-925-8424		
Teresa	Alvarez	502 Bluebonnet	La Marque	Tx /	27568	R	281-316-6755		

Edward	McDonald	McDonald 203 Meadowgate Dr. League City Tx 775	League City	Tx 7	7573		R	832-221-6330	281-332-8244	
Julanne	Lott	58707 Country Place League City Tx 775	League City	Tx 7	7573		R	281-614-1983		
Kelli	Garcia	2004 Holly Dr.	Dickinson Tx 775.	Tx 7	77538		D	409-771-6252		
Veronica	Ayala	4702 R1/2	Galveston Tx 775.	Tx 7	7551		D	409-354-6879		
Eleazar	Pena	4719 Heron	Hitchcock Tx 775	Tx 7	7563		D			
Maria	Flores	5611 Frasier Ave.	Galveston Tx 775.	Tx 7	7551	51 Rebeccah Sealy	R	409-795-0841		
Ann	Elbert	7754 Beaudelaire	Galveston Tx 7755	Tx 7	51	Gal Co CourthouseR	R			
Sharon	Mitchiner	5014 Longshadow	Dickinson Tx 775.	Tx 7	7539	39 Dickinson City Hal D	D			

2014 Entity	2014 General	
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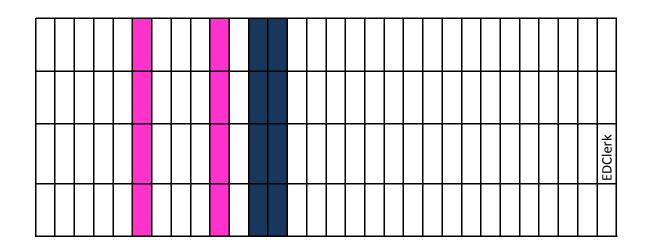
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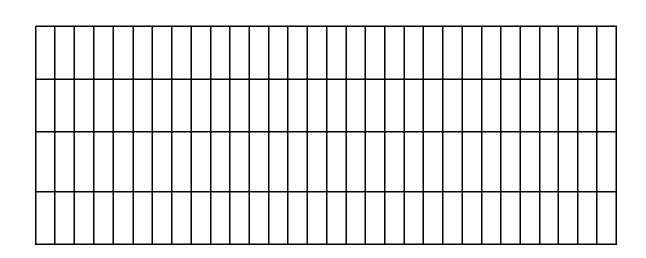


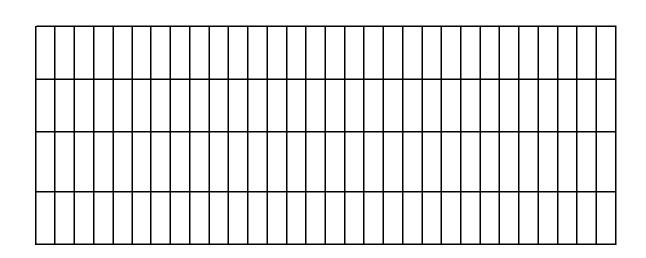
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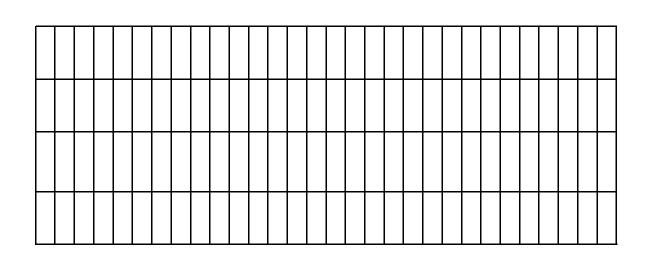
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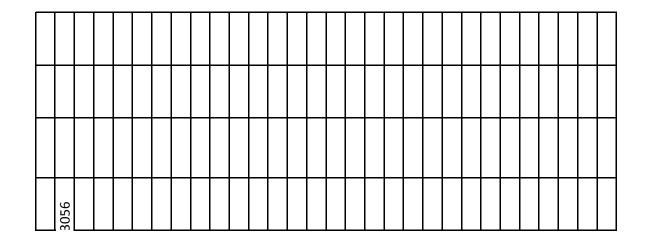
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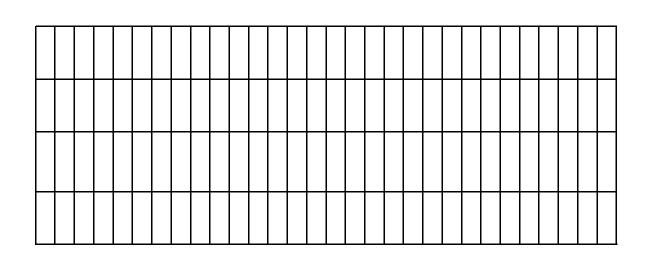
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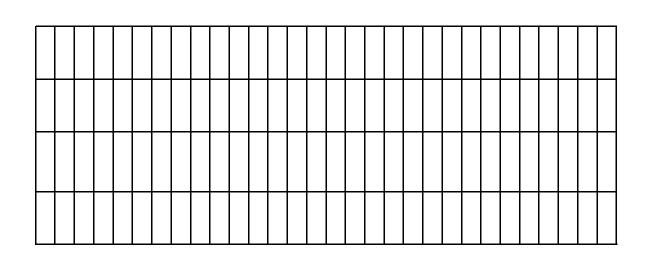


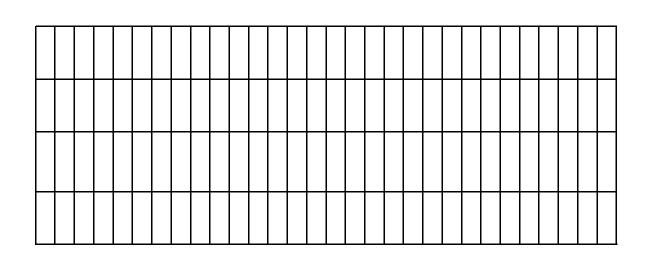


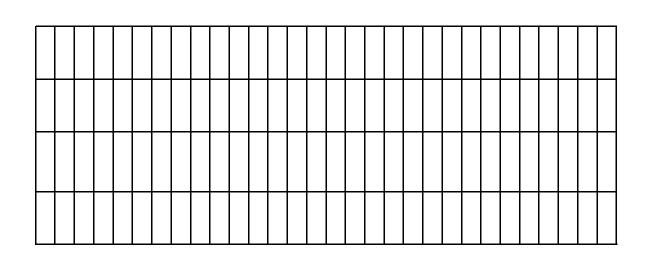


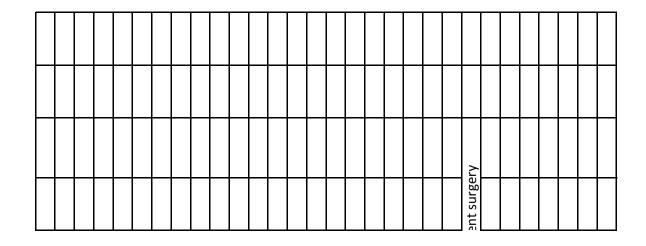


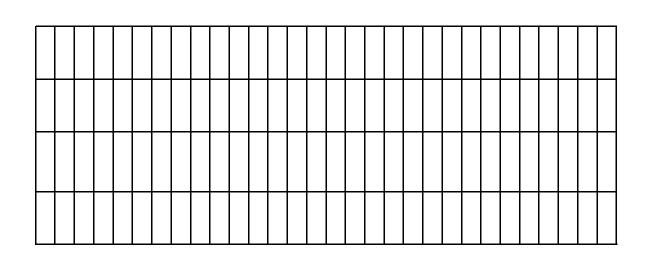


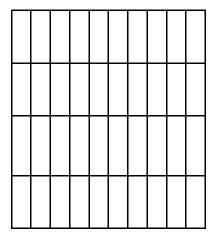












	NOVEMBER 2016 GENERAL	ELECTION	PROPOSED	OSED				
					11/2015 ED	11/2014 ED	11/2012 ED	3/1/16 ED
	Location	City	Party	Internet	Turnout	Turnout	Turnout	Turnout
1	Joe Faggard	Crystal Beach	R	MIFI	147	247	331	298
2	Rebeccah Sealy	Galveston	Q	MIFI	216	869	N/A	831
3	Galveston County Courthouse	Galveston	Q	ETHERNET	491	961	932	1,233
4	L A Morgan Elementary	Galveston	Q	MIFI	86	400	236	348
5	GISD Administration	Galveston	Q	MIFI		N/A	N/A	351
9	Alamo School	Galveston	٥	MIFI	164	368	N/A	367
7	Moody Methodist Church	Galveston	Q	MIFI	309	682	710	739
∞	Weiss	Galveston	۵	MIFI	294	674	867	784
6	Seaside Baptist	Jamaica Beach	~	MIFI	230	443	301	430
10	MUD12 Building	Bayou Vista	~	MIFI	306	235	352	537
11	Greater St. Matthews	Hitchcock	Q	MIFI	120	199	219	414
12	West County Building	Santa Fe	~	ETHERNET	762	1,219	905	1,287
13	Runge Park	Santa Fe	~	MIFI	289	099	811	286
14	Santa Fe High School	Santa Fe	~	MIFI	N/A	N/A	185	N/A
15	La Marque City Hall	La Marque	D	MIFI	981	998	949	1,049
16	Carver Park Comm. Ctr.	Texas City	Q	MIFI	202	783	446	634
17	Calvary Baptist Church	Texas City	R	MIFI	103	287	528	425
18	Doyle/Nessler Center	Texas City	D	MIFI	634	1,171	1,273	1,325
19	T C Fire Station	Texas City	В	MIFI	128	365	N/A	440
20	College of the Mainland	Texas City	D	MIFI	N/A	354	562	N/A
21	Bay Colony Elementary	League City	Ж	MIFI	282	738	739	880
22	Dickinson Comm. Ctr.	Dickinson	D	ETHERNET	714	1,312	791	1,571
23	Dickinson City Hall	Dickinson	Q	MIFI	N/A	N/A	501	N/A
24	San Leon Volunteer Fire Dept.	Bacliff	R	MIFI	70	162	141	271
25	Bacliff CC	Bacliff	R	ETHERNET	366	744	922	910
56	Kemah Community Center	Kemah	R	MIFI	386	933	1,074	990
27	Harborview Care Center	League City	R	MIFI	245	431	762	704
28	CCISD Administration	League City	R	MIFI	640	824	N/A	1,151
29	Hometown Hero's Park	League City	R	MIFI	364	323	N/A	765
30	League City Intermediate	League City	В	MIFI	304	651	872	296
31	League City Civic Center	League City	R	MIFI	503	714	1,400	796
32	Calder Road Annex	Friendswood	В	ETHERNET	838	1,172	N/A	1,675
33	Bauerschlag Elementary	League City	R	MIFI	532	710	907	1,163
34	Creekside Intermediate	Dickinson	R	MIFI	693	1,080	887	1,360
35	League City Fire Station #4	League City	R	MIFI	N/A	N/A	N/A	N/A
36	Friendswood City Hall	Friendswood	R	MIFI	1,175	1,531	1,354	1,538
37	Amoco FCU	Friendswood	R	MIFI	139	574	329	1,075
38	Old Friendswood Junior High	Friendswood	Я	MIFI	N/A	730	442	1,041
			24-R 14-D	5- Ethernet 33-MIFI	12,695	23,367	26,781	28,964
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Steve	Napier	820 Sealy	Galveston	Tx	77550	D	409-692-4
Pat	Hypolite	3021 Ave. K	Galveston	Tx	77550	D	409-256-7
Shirley	Russell	3509 Ave. L	Galveston	Tx	77550	D	9-789-860
Lillie Ann	Aleman	3305 Ave. Q	Galveston	Tx	77550	D	409-763-8
Audrey	Cumby	P.O. Box 671	LaMarque	ΤX	77568	D	409-938-8
Pauline	Williams	1410 35th St	Galveston	Tx	77550	D	409-256-1
Carolyn	Battle	4708 Caduceus Pl.	Galveston	Tx	77551	D	409-744-8
Sharon	West	7015 Anderson St.	Texas City	Tx	77591	D	409-443-1
Nancy	Smith	8114 Leigh	Hitchcock	Tx	77563	D	409-750-1
Donna	Bickham	7520 Caldwell St.	Hitchcock	Tx	77563	D	409-789-5
Vivian	Ewing	3425 - S	Santa Fe	Tx	77510	D	409-925-3
Rosie	Benavidez	7803 Ave. C	Santa Fe	Tx	77510	D	409-927-2
Carlos	Flores	509 Wisteria	La Marque,	Tx	77568	D	409-682-1
Alta	Caligone	918 N. Sparrow Way	Texas City	Tx	77591	D	409-933-(
Rita	Boykin	2918 - 18th Ave. N	Texas City	Tx	77590	D	409-945-
Melvin	Buster	309 S. Fulton	Texas City	Tx	77591	D	409-526-6
Paula	Ledbetter	3723 Bayou Circle	Dickinson	Tx	77539	D	281-337-4
Jackie	Daniels	4811 Palmetto	Bacliff	Tx	77518	D	832-525-6
Norma	Ramos	2109 Pleasant Palm Cr.	League City	Tx	77573	D	832-385-6
Renita Nell	Mason	2701 Ave. H Street	Dickinson	Tx	77539	D	832-221-6
Marie	Jackson	P.O. Box 634	Dickinson	Tx	77539	D	281-337-4
Sherronda	Randle	3503 Oleander St.	Texas City	Tx	77592	D	409-770-3
Barbara	Murray	315 Sorrelwood Dr.	League City	Tx	77573	D	832-423-9
Sara	DelPozo	206 Greenbriar Ave.	Friendswood	Tx	77546	D	281-996-8
Karen	Van Auken	308 Sedora Dr.	Friendswood	Tx	77546	D	281-482-4
Wilda	Newbrough	504 Fairdale St	Friendswood	Tx	77546	D	
Helen	Childs	410 Windsor Dr.	Friendswood	Tx	77546	D	281-996-7
Ruby	Wulf	8023 Leigh Rd.	Hitchcock	Tx	77563	D	409-948-1
Olivia	Payton	3002 69th St. K-1	Galveston	Tx	77551	D	409-599-2
Maxine	Jones	2016 Martin Luther King Av	Dickinson	Tx	77539	D	281-229-8
Eva	Guzman	8010 Hiway 6 Apt. B-201	Hitchcock	Tx	77563	D	409-497-6
Brenda	Streeter	2920 Port Rose Ln.	League City	Tx	77573	D	832-729-6
Elizabeth	Spells-Simr	2704 Ave. S	Dickinson	Tx	77539	D	281-337-4
Bette	Specion	5908 Country PI.	League City	Tx	77573	D	281-332-3
Melissa	Moreno	102 Strand #27	Galveston	ΤX	77550	D/Bi	409-457-4
Loa	Meredith	556 Cedar Fork Dr.	League City	Tx	77573	D	832-632-1
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AGENDA ITEM #39.d.



Proposed Fee

For Preservation and Restoration of Archived Records

Presented By

Dwight D. Sullivan, County Clerk

Date: June 16, 2016



The County of Galveston P.O. BOX 17253 JUSTICE CENTER GALVESTON, TEXAS 77552 www.co.galveston.tx.us/County Clerk

DWIGHT D. SULLIVAN COUNTY CLERK

PRESERVATION AND RESTORATION RECORD PLAN

EXECUTIVE SUMMARY

The County Clerk's office will continue to take advantage of the legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerk's office are paper based or on l6mm microfilm. Map and plat film is 35 mm roll film or aperture cards. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear. Many are in such poor condition they are falling apart due to such wear and tear.

With no cost to the County, adding an archive fee to cover the cost of preserving these paper-based documents can preserve these records. The \$10.00 fee is assessed on any instrument, document, paper, or other record that the County Clerk is authorized to accept for filing or recording (deed or official public records, assumed names, and marriage licenses.) In addition to preserving the documents, the archival process may include the creation of images that can be added to our existing imaging system and improve customer service.

ASSESSMENT OF FEE

County Clerks are authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. In 2003, legislation was enacted that addressed preservation of archived records as well. The effective date of the Act was September 1, 2003, and the expiration date was repealed in SB 526 of the 79th Legislation.

Originally, this legislation applied to counties adjacent to international borders, giving them the ability to charge a Records Archive Fee not to exceed \$10.00 for the recording or filing of public documents in County Clerk's offices. County Clerk's Records Archive Fee under Sec. 118.025 and Sec. 118.011 (e) of the Texas Local Government Code removes "adjacent to international borders" restriction and opens the fee to all Texas counties. In the County Clerks Records Archive Fee under Sec. 118.025 and Sec. 118.011 (f) of the Texas Local Government Code it provides for a fee not to exceed \$10.00 to be imposed for recording or filing public documents in County Clerk's offices for the purpose of preserving, restoring, and managing county records. The most recent amendment to the original legislation allows the County Clerk's to use this fee for records management purposes regardless of the year filed (removes the pre-1991 stipulation) and also removes 2008 as the end date for the collection of the fee.

These statutes authorize the Commissioners' Court to adopt a Records Archive fee as part of the County's annual budget. If the provisions of these statutes are implemented, the County will experience a revenue gain. This additional revenue will be dedicated to helping County Clerk's focus on preserving older records.

It is the plan of the County Clerk's office to continue assessing this Records Archive Fee of \$10.00 for each "Public document" filed in the County Clerk's office. "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining to be utilized to contract with an outside vendor to preserve and enhance the public's access to public documents filed in the County Clerk's office.

STEPS TO IMPLEMENT

Prepare Archive Plan Commissioner's Court Approval Publish Notice Public Hearing Post Notice of Fee in a conspicuous place

CURRENT PROJECT GOAL

The Goal is to capture and archive all documents as efficiently as possible to suspend or reduce deterioration of public records and improve the public access to these documents in a manner that reduces the risk of deterioration.

SCOPE

- Modernize and upgrade record systems in the office.
- Continue to scan and digitize OPR bound books and add to existing computer system.
- Eliminate or reduce manual lookups and searches.
- Expedite record searching by having more records available for electronic retrieval.
- Provide more public information to the citizens of Galveston County via the Internet.
- Continue to eliminate the need for paper records.
- Preserving original records by reducing daily usage.
- Provide adequate staff to scan, convert, digitize, import and place archived data online.
- Provide office supplies and equipment specific to accomplishing project goal.

This document addresses the restoration and preservation needs of the County Clerk's Records Archive. No other departments are addressed.

FUTURE PLANS

Integrate all existing paper and 16mm microfilm records in the County Clerk's Office into the existing document management and imaging system, while preserving the original documents for historical purposes. This includes the de-acidification of many of the older books containing Real Property Records.

Addressing Civil, Probate, Misdemeanor and Commissioner's Court records.

Converting/scanning Marriage Record Books from 1838 to 1990 and bring into the document management and imaging system.

Converting/scanning Delayed Birth/Delayed Death Records and bringing into the document management and imaging system.

SUMMARY

The Legislature has provided a means to raise revenue for the records management and preservation of County Clerk property records, court records and vital statistic's. This "user" fee is an alternative to raising taxes or spending general fund monies to accomplish these projects. This plan will be executed as money is accrued and deposited into a special revenue account. Any outsourcing and/or purchase of equipment will be done through standard purchasing processes.

The completion of these projects will increase storage space in the archives. Approval will prevent the potential hazard and "disasters in waiting" as years and years of vital county property records sit under sprinkler systems, direct hits from storms and other unspeakable hazards-unprotected and not adequately preserved.

PROJECTED REVENUE

Document Type	Documents Subject to Fee	Revenue at \$10.00		
Official Public Records	83,738	\$837,380		
Marriage License	2657	\$26,570		
Assumed Names (Business Names)	2,800	\$28,000		
TOTAL	89,195	\$891,950		

Archive Plan

Fiscal Year 2017

The current conversion for the County Clerk's Office is in the last stages of completion for images from 1965 through 1981. These records were converted to digital records and were imported into the system. Due to the incomplete indexing information (Only name and date) we are in the process of indexing and verifying the imported images at this time. We have made the images available to the public while we complete the indexes. The public is able to conduct searches from a single system for official records (including images) from the present back to 1965. Presently searches for official records (including images) begin from 1965 to present. Maps and plats are being digitized and will be next to being imported into the system and reviewed back to 1836. A user of the system is able to view the image and index for a given document displayed side-by-side on public research stations in the Clerk's office and over the Internet as well, to provide added convenience for citizens and researchers.

For records filed between 1836 and 1964 indexes will continue to be available in office only. They have been digitized, but they are not indexed at this time. Verifying and indexing is an ongoing project, as the years are completed they will become available to the public. Index books will remain in book format, but the images are available to view from office workstations. Currently, the County Clerk has implemented another project digitizing all court records and is using office personnel to process some of these bound books. By pulling resources together to scan volumes of various categories which are 8 ½" X 11" bound books creating digital images in house, verifying and attaching to an index and pulling these records into the system. Gradually this project will bring additional research resources into the system. Working with the vendor providing us a workflow solution and Advanced Back File Utility Software will help bring these digital records into the system more efficiently in the future.

The next immediate goal or objective as funds become available from the collection of the Archive Fee, the County Clerk's office proposes to begin the next planning stage of the conversion and preservation project plan. The next phase will be to properly index all records and verify the images. The approximate volumes of the documents of various categories are approximately 3.5 million pages in books of various sizes. These books are of various sizes, from 8 ½" X 11" all the way up to 14" X 18". Of these larger format books, all books will need to be re-bound into a format that allows the pages to be removed for scanning. We have approximately 110 historically significant books that have already been preserved and will continue preserving them until all of our historical books are complete.

A new goal or objective for this coming fiscal year is to use collected funds to assist the courts by adding available modules to improve Odyssey. Since July 1, 2014, we have encouraged the courts to use the digital records because we are receiving a majority of court filings electronically. Also, we would like to add the electronic thumbprint equipment to lessen the retaining of paper judgments in our misdemeanor cases. Currently, judgments with original thumbprints are kept for 20 years by law. Furthermore, we would like to move towards Tyler's electronic signature product. This product would alleviate the need to have hard copy documents signed. These products will aid in transitioning to a paperless court.

Revenue collected and not expended in the fiscal year will be carried forward in the Records Archive Fund and used on future archive projects in the County Clerk's office.

AGENDA ITEM #40.a.

AGREEMENT FOR MAGISTRATE SERVICES

This Agreement for Magistrate Services is entered into between the County of Galveston and Kerry Foley. Its purpose is to ensure that magistrate hearing requirements of the Texas Fair Defense Act are met in a timely manner for those individuals arrested and incarcerated in the Galveston County Jail.

- 1. Representation by Kerry Foley (Foley or Magistrate). Foley represents she is duly licensed to practice law in the State of Texas, that her license is not currently under proceedings for revocation or suspension, and that she currently holds a position with a governmental entity other than Galveston County that meets the definition of "magistrate" as defined in Article 2.09 of the Texas Code of Criminal Procedure.
- 2. Services rendered by Magistrate. This Agreement is for the rendition of professional services in a learned profession that requires individual analysis and the use of discretion by the Magistrate. The Magistrate shall render and perform those duties required of a magistrate set forth in Article 15.17 of the Texas Code of Criminal Procedure.
- **3. Dates and Times of Services.** Foley will perform magistrate services at the Galveston County Jail or other location approved by the County Judge beginning at approximately 7:30 a.m. on Saturday and Sunday of each month. Foley will coordinate the schedule with Magistrate Mark Henry.
- **4. Compensation**. The parties agree that it is difficult to estimate the number of hours each day that Foley's services will be required. Accordingly, the parties agree that the County shall pay Foley \$200.00 per day for each day of service, regardless of the total number of hours required.
- **5. Invoices**. Foley shall submit a monthly invoice to the County Finance Department. Each invoice shall set forth the date that Foley provided magistrate services. The County shall pay each invoice within thirty (30) days of receipt by the County.
- **6. Term**. The term of this Agreement begins August 12, 2016. This Agreement shall continue on a month to month basis until terminated by either party.
- 7. **Termination of Agreement**. Either party may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Further, this Agreement shall terminate immediately without notice should Foley cease to qualify as a magistrate as defined under Article 2.09 of the Texas Code of Criminal Procedure, or if Foley otherwise ceases to be eligible to practice law in

the State of Texas. In such event, Foley shall immediately advise the County Judge, Administrative Law Judge of the District Courts, and Administrative Law Judge of the County Courts.

8. Notices. Notices shall be sent to each party as follows:

Galveston County

Magistrate

Mark Henry, County Judge County Courthouse 722 Moody, 2nd Floor Galveston, TX 77550 Kerri Foley P.O. Box 3314 League City, TX 77574

Copies to:

Administrative Law Judge of the District Courts and Administrative Law Judge of the County Courts 600 59th Street Galveston, TX 77551

- 9. Independent Contractor. This Agreement does not form an employer-employee relationship between the parties. The parties expressly agree that Foley is an Independent Contractor. The County shall not withhold any monies from the compensation paid to Foley, including but not limited to income taxes. It is Foley's sole obligation and responsibility to make such payment to the Internal Revenue Service and other agencies as required. The County shall issue Foley an IRS Form 1099 on an annual basis. Foley shall provide the County with all necessary tax identifying information.
- **10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No promise, understanding, or amendment to this Agreement shall have any force or effect unless set forth in writing and signed by both parties.
- 11. **Miscellaneous.** This Agreement is governed by the laws of Texas. Venue shall lie exclusively in Galveston County, Texas. The County does not waive or relinquish any defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

MAGISTRATE	GALVESTON COUNTY
By:KERRI FOLEY	By:MARK HENRY, County Judge
Date:	Date:
	ATTEST:
	By:
	DWIGHT SULLIVAN Galveston County Clerk

Date: _____

AGENDA ITEM #41.b.

JOHN D. KINARD GALVESTON COUNTY DISTRICT CLERK FISCAL YEAR 2017 RECORDS PRESERVATION AND RESTORATION PLAN

The 83rd Legislature authorized Commissioners Court to adopt a district court records archive fee of not more than \$10.00 (Government Code 51.305(b)) for the filing of a suit, including an appeal from an inferior court, or cross action, counterclaim, intervention, contempt action, motion for new trial, or third party petition, in a district court. The District Clerk is requesting approval of a \$10.00 records archive fee. The generated fees are to be deposited into the district court records technology fund (Government Code 51.317(f)). Fees imposed under this plan do not apply to a filing by a state agency. Moreover the legislature requires the District Clerk to prepare an annual written plan to be approved by Commissioners Court, for the preservation and restoration of the District Clerk court records archive.

The Galveston County District Clerk, as records keeper for the judicial case records of the District Courts and County Courts at Law, has responsibility for filing, maintaining, storing, and making available millions of judicial case records filed with the office. The District Clerk has the statutory duty to make these records available to the public if requested, (unless they are protected by law or court order from public view).

The District Clerk maintains records in the following forms: paper, microfilm, bound books, and digitized in the Odyssey case management system. The District Clerk designates the following case types and documents associated (e.g. jury, subpoenas, depositions, bond forfeiture), with the case types as the records archive.

I. Civil and Tax Courts

- A. Pre 1951
 - 1. Civil Court records, docket sheets, and indexes (1832-1951)-Permanent Retention
 - 2. Civil Court Minute Books (1832-1951)-Permanent Retention
 - 3. Execution Docket Books (1832-1951)-Permanent Retention
 - 4. Executions and Orders of Sale (1832-1951)-Permanent Retention
 - 5. Tax Court Minute Books (1832-1951)-Permanent Retention
- B. Post 1951
 - 1. Civil records, docket sheets, and indexes (Retain per Texas State Library schedule)
 - 2. Civil Court Minute Books (Retain per Texas State Library schedule)
 - 3. Execution Docket Books (Retain per Texas State Library schedule)
 - 4. Executions and Orders of Sale (Retain per Texas State Library schedule)
 - 5. Tax Court Minute Books (Retain per Texas State Library schedule)

FY 2017 RECORDS PRESERVATION AND RESTORATION PLAN PAGE 2

II. Criminal Courts

A. Pre 1951

- 1. Criminal Court records, docket sheets, and indexes (1832-1936)-Permanent Retention
- 2. Criminal Court Minute Books (1832-1951)-Permanent Retention

B. Post 1951

- 1. Criminal Court records, docket sheets, and indexes (Retain per Texas State Library schedule)
- 2. Criminal Court Minute Books (Retain per Texas State Library schedule)

III. Family Courts

A. Pre 1951

- 1. Family Court Case Files: (adoptions, community property management petitions, name change petitions, paternity suits, divorce, voluntary legitimating petitions and statements, terminations, suits affecting parent child relationship) (1832-1951)-Permanent Retention.
- 2. Family Court Dockets (1832-1951)-Permanent Retention
- 3. Family Court Indexes (1832-1951)-Permanent Retention
- 4. Family Court Minute Books (1832-1951)-Permanent Retention

B. Post 1951

- Family Court Case Files: (adoptions, community property management petitions, name change petitions, paternity suits, divorce, voluntary legitimating petitions and statements, terminations, suit affecting parent child relationship, children's protective service) (Retain per Texas State Library schedule).
- 2. Family Court Dockets (Retain per Texas State Library schedule)
- 3. Family Court Indexes (Retain per Texas State Library schedule)
- 4. Family Court Minute Books (Retain per Texas State Library schedule)

IV. Juvenile Court

A. Pre 1951

- 1. Juvenile Case Files (adoption, paternity suits, name change petitions, voluntary legitimating petitions and statements, terminations, suits affecting parent child relationship, children's protective service, children in need of supervision) (1832-1951)-Permanent Retention
- 2. Juvenile Court Dockets (1832-1951)-Permanent Retention
- 3. Juvenile Court Minute Books (1832-1951)-Permanent Retention
- 4. Juvenile Court Indexes (1832-1951)-Permanent Retention

B. Post 1951

- 1. Juvenile Case Files (adoption, paternity suits, name change petitions, voluntary legitimating petitions and statements, terminations, suits affecting parent child relationship, children's protective service, children in need of supervision) (Retain per Texas State Library schedule)
- 2. Juvenile Court Dockets (Retain per Texas State Library)
- 3. Juvenile Court Minute Books (Retain per Texas State Library schedule)
- 4. Juvenile Court Indexes (Retain per Texas State Library schedule)

FY 2017 RECORDS PRESERVATION AND RESTORATION PLAN PAGE 3

- V. Immigration Records
 - A. 1832-1951 (Retention Permanent)
- VI. Inquests
 - 1. 1836-1951 (Retention Permanent)
 - 2. Post 1951 (Retain per Texas State Library schedule)

Preservation and Restoration Plan Strategies: The District Clerk shall use the technology fund and all other available resources to accomplish the following:

- 1. Continue developing technological strategies and implementing processes that reduce or eliminate the need for paper retention, additional storage space, and to enable digital records to be easily accessed electronically;
- 2. Convert restored and preserved records to a digital image, as funds become available, and train or convert staff as needed to accomplish that goal;
- 3. Store, restore and preserve records in the date range 1832-1951 in paper format permanently;
- 4. Determine if contracting with a private vendor to convert paper records to a digital image if more cost effective than performing the task in-house;
- 5. Continue to develop the skill level of District Clerk personnel in the utilization and applications of Odyssey and the mandatory electronic filing of family and civil cases, along with the permissive and mandatory electronic filing of criminal documents;
- 6. Promote the digitization of immigration and naturalization records to ensure that the public is aware of this great resource, and continue to maintain, restore and preserve the paper records;
- 7. Digitize all post 1951 case files and documents as funds become available, and make the records, (with some statutory and case-type exceptions), available to the public on-line.

In July 2010, Galveston County converted to a new case management system called Odyssey. At that time and going forward, all Civil and Family case records are imaged and evented into Odyssey at the time of filing. Those records, (with some statutory and case-type exceptions), are available on-line. Beginning in June 2012 all new Criminal case records were imaged and evented into Odyssey, which meant that criminal records were available for the first time on-line. The conversion of the Criminal cases into the Odyssey case management system meant that scanning pending Criminal cases, those that must be digitally available to the Courts, became a necessity.

In 2008 and 2009, the District Clerk's office began to scan and event pending case records. This was done in anticipation of the July 2010 initial Odyssey conversion of Civil and Family cases to ensure that the Courts had access to the files that were still active. The plan was very successful, and resulted in the digitization of thousands of case records that are now available online. Beginning in 2012, and continuing in 2013 and part of 2014, the scope of the scanning efforts have expanded to encompass Criminal pending case records, as well as those Criminal cases which are closed, but still regularly accessed by the Courts because of the nature of their disposition. As we continue to digitize case papers we recognize that network infrastructure and

FY 2017 RECORDS PRESERVATION AND RESTORATION PLAN PAGE 4

memory, (storage), will need to expand to sustain the growth and evolution of technologies. There is an ever growing expectation to file, manage, and access judicial records electronically.

Our office began to accept family and civil court documents via permissive electronic filing in 2012, and this manner of filing became mandatory in Galveston County on July 1, 2014. We must ensure that records management of the past is able to work in concert with the digital records management requirements of the future. Furthermore, the Supreme Court of Texas entered an order in 2015 which allows for the permissive electronic filing of criminal documents. It is likely that this manner of filing criminal case records will become mandatory in the near future.

A critical component of the District Clerk accepting E-Filing is maintaining the technical resources which are necessary to establish and maintain a secure web service connection. We have requested Galveston County Information Technology Department to provide this service to the District Clerk to enable us to continue to comply with the electronic filing mandates. We also will continue working on technological solutions to enable the electronic filing through efiletexas.gov to interface with our court management system (CMS).

As provided by Section 51.305 Government Code, the District Clerk is hereby submitting his annual written plan to Commissioners Court for the collection of the Records Archive Fee (\$10.00) to be deposited into the District Court Records Technology Fund.

JOHN D. KINARD

GALVESTON COUNTY DISTRICT CLERK

AGENDA ITEM #42.a.



2016 Legislative Coastal Tour Galveston County September 8 – 2, 2016

Transportation Sponsor Detailed Request Support

In response to the commitment of the Commissioner's Court to become the transportation sponsor for the 2016 Legislative Coastal Tour, please place on the next Commissioners Court Agenda the following request for approval and a budget adjustment from county reserves in the amount of \$2,166.59 for expenses to cover the Galveston County commitment to provide transportation support for this event.

Thank you for your support and leadership for this important event.

Please find the details below.

Summary

The 2016 Galveston County Coastal Legislative Tour scheduled for September 8-11 has produced great excitement and support and the initial responses from members of the legislature – both house and senate – has been outstanding. Since we last discussed this project much has happened

- The program has developed further as detailed below. There are significant opportunities within the schedule for members of the Commissioners Court to engage with members of the legislature on issues of critical importance.
- We have raised commitments for over \$100,000 to cover **all** the costs for the members of the legislators
- Senator Taylor has aggressively sought to "recruit" the key members of the Senate to be in Galveston County for those 4 days to gain a greater understanding of our position, potential and value to the State as well as our critical needs moving forward.
- Representative Wayne Faircloth is handling the house and invitations are in the hand of all 181 members of the Texas Legislature – RSVP's are coming in and we should have a better idea of the attendance by mid to late August
- The Economic Development office of Galveston County has been asked to provide daily introductory and transition control over the daily programs placing the county in a direct communication and leadership role for this event. Opportunities for members of the Commissioners Court to discuss and engage are open across the agenda as they might request or desire.

- Every major partner in the county that is engaged in active legislative communication is engaged financially in this joint effort. Every event is now fully funded as well as all the expenses for the legislative members including their rooms at Moody Gardens.
- The participation and leadership of the County Judge and Commissioners
 Court in this effort has received strong positive reviews and this provides
 our very best pre-Legislative Session opportunity to make our case for
 issues importation to us and demonstrate our leadership
- The Galveston County led Galveston County Day at the Capital will be a great follow to this activity and already has the commitment and engagement of every chamber of commerce in the county
- The 2016 Coastal Tour is the initial effort at a program that the region looks to expand in coming years to include the north county region and eventually a majority of the members of the legislature similar in operation to the very successful bi-annual Valley Tour.

As a reminder, this is a true "pay to play activity". Only those organizations and businesses who have a major financial commitment will be invited to attend the events and have access to the legislators. No free rides.

The commitment by the county to provide transportation for the Legislators while in the county is a great way for us to strong visibility and demonstrate support for this legislative communication effort. To accomplish this goal **we sought to minimize the actual cost to the County** by utilizing the Senior Citizens buses. Unfortunately these buses were not available for use Friday, September 9 during the day as they are scheduled for Senior Citizens activities. To accommodate our commitment we sought out pricing to rent a single big bus to be used during the day on Friday to support the event. During Friday night and all day Saturday we will utilize the available county busses and drivers to minimize our actual cost as detailed below.

A reminder – the proposed request for funding is based on the projected legislator attendance for the event. Should that number change significate additional support might be required. At this time we do not project that to be the case.

Your support and participation in this important event for Galveston County is much appreciated.

Please call me with any questions

C. B. "Bix" Rathburn, Ph.D Director of Economic Development Rathburn@co.galveston.tx.us

Office: 409-766-2541 Cell: 409.370.7897



Financial Breakdown:

Overtime Costs for Drivers to use County Buses while available:

Transportation Costs for September 9 & 10, 2016					
	Hourly Rates				
Driver #1	\$12.53				
Driver #2	\$13.16				
	Friday, September 9th - 8 h	ours Estimate			
	Triday, deptember 5th - 6 h	ours Estimate			
		OT 4:30pm-			
Who	Reg. Time 4:00pm-4:30pm	11:30pm	Total		
Driver #1	\$6.27	\$150.36	\$156.63		
Driver #2	\$6.58	\$157.92	\$164.50		
Total			\$321.13		
Saturday,	September 10th - 16.75 hours				
	All Overtime 6:45am-				
Who	11:30pm				
Driver #1	\$314.82				
Driver #2	\$330.65				
Total	\$645.46				
Grand					
Total	\$966.59				

Total cost to the County:

	Overtime and Wages	Bus Rental
Friday (9/09/2016)	\$ 321.13	\$ 1,200.00
Saturday (9/10/2016)	\$ 645.46	\$ -
Total	\$ 966.59	\$ 1,200.00

	•
	\$
Total Coat	2 166 50
Total Cost	2,166.59

DRAFT

Galveston Coastal Legislative Tour ITINERARY and TO DO LIST September 8-11, 2016

Home Base: Moody Gardens Hotel

Itinerary

Thursday, Sept. 8

3 p.m. Welcome Desk set up and manned in Moody Gardens Lobby

4 p.m. Legislators and guests begin arriving for check-in

6 p.m.-9 p.m. Welcome Reception in the Viewfinder Terrace

(Detailed agenda for evening)

Sponsored by the Galveston Parks Board

Friday, Sept. 9

7:30 a.m. Board the bus for Texas A&M University at Galveston (TAMUG)

campus

8 a.m. Breakfast at TAMUG with students

8:30 a.m. Welcome Dr. Douglas Palmer, Int. COO

Greetings from Galveston College Dr. Myles Shelton
Greetings from Galveston ISD New Superintendent

9 a.m. TAMUG Overview, Academics and Future

9:30 a.m. Storm Surge Suppression Update

10:10 a.m. Group Tours of Ship Simulator, training ship

General Rudder and research vessel Trident

11:15 a.m. Closing Comments

11:30 a.m. Board busses for Marathon Petroleum in Texas City

Noon-2:30 p.m. BBQ lunch and program with Marathon Petroleum and other Petro-

Chemical Companies

(Insert detailed agenda for afternoon, includes tour

of Marathon control room)

2:30 p.m.-4 p.m. TDB working with Texas City Chamber

(Detailed agenda)

4 p.m. Fun activity on bus back to Galveston

6:15 pm Board buses for Luau at the San Luis

(San Luis shuttle will travel back and forth to Pleasure Pier

throughout the evening)

Event Sponsored by Tillman Fertitta

11:30 Return to the Moody Gardens Hotel

Saturday, Sept. 10

8 a.m. Breakfast on your own

8:45 a.m. Board busses for the University of Texas Medical Branch (UTMB)

9 a.m. Arrive at UTMB and go through security check-in required to enter

the Galveston National Lab

9:30 a.m.-Noon UTMB program

Noon Lunch at UTMB

12:30 p.m. Board busses for port visit and tours

1 p.m.-3:30 p.m. Port tour shipboard courtesy of Sea Base Scout Center

4 p.m. Return to Moody Gardens

5:30 p.m. Busses depart for ... and 1894 Opera House

Dinner with and attend the "Texas Tenors" performance

10 p.m. Buses return to Moody Gardens

10 p.m.-midnight Farewell Cocktails in Viewfinder Terrace

Sunday, Sept. 11

Deep Sea Fishing Expedition with Katie's Seafood (Details – time, location TBD)

Other options (available to Legislative Guests):

- Moody Gardens Attractions
- Spa at Moody Gardens
- Golf at Moody Gardens
- Schlitterbahn

Noon Check-out time

AGENDA ITEM #43.a.

State of Texas	
	5
County of Galveston	

ORDER PROHIBITING OUTDOOR BURNING IN ALL UNINCORPORATED AREAS OF GALVESTON COUNTY, TEXAS (OUTDOOR BURN BAN)

On this, the 2nd day of August, 2016, the Commissioners Court of Galveston County, Texas convened in a **Special Meeting** with the following members present:

Mark Henry, County Judge; Ryan Dennard, Commissioner, Precinct No. 1; Joe Giusti, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, pursuant to Section 352.081 of the Local Government Code, the Commissioners Court by order may prohibit or restrict outdoor burning in all or part of the unincorporated area of Galveston County, Texas;

Whereas, in accordance with Section 352.081(c)(1) of the Local Government Code, the Commissioners' Court is authorized to prohibit or restrict outdoor burning if the Texas Forest Service has determined that drought conditions exist in Galveston County;

Whereas, the Texas Forest Service has determined that drought conditions exist in Galveston County as evidenced by the Keetch-Byram Drought Index (KBDI);

Whereas, in accordance with Section 352.081(d) of the Local Government Code, this Order may not extend beyond the 90th day after the date of its' adoption, provided however that the Commissioners Court may adopt a subsequent order that takes effect upon the expiration of this Order; and

Whereas, in accordance with Section 352.081(e)(1) of the Local Government Code, this Order may be lifted prior to ninety (90) days if a determination is made by the Texas Forest Service that drought conditions no longer exist in Galveston County.

Now, Therefore, it is hereby ORDERED, by the Commissioners Court of Galveston County, Texas, that:

1.) In accordance with the authority of Section 352.081 of the Local Government Code, outdoor burning in all **unincorporated areas** of Galveston County is hereby **PROHIBITED**;

- 2.) This Order shall take effect immediately on and from its issuance and remain in effect continuously thereafter for a period of ninety (90) days after this date of adoption, which such date of adoption is August 2, 2016, unless lifted earlier by subsequent order;
- 3.) In accordance with Section 352.081(f) of the Local Government Code, this Order shall not apply to outdoor burning activities:
 - a.) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training; public utility, natural gas pipeline, or mining operations; or planting or harvesting of agricultural crops; or
 - b.) that are conducted by a certified and insured prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code; or
 - c.) that are conducted by the members of a prescribed burning organization under the conditions provided by Section 153.049, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code;
- 4.) In accordance with Section 352.081(h) of the Local Government Code and Section 12.23 of the Penal Code, a person commits an offense if the person knowingly or intentionally violates this Order; an offense under this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00; and
- 5.) The County Judge of Galveston County, Texas is authorized to execute this Order on behalf of the Commissioners Court of Galveston County, Texas.

Be it FURTHER ORDERED, that the County Clerk is **ORDERED** to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County for enforcement purposes.

Upon Motion Duly Made and Seconded, the above Order is hereby ADOPTED, on this, the 2^{nd} day of August, 2016.

By:	veston, texas,
Mark Henry,	
County Judge	
ATTEST:	
Dwight D. Sullivan, County Clerk	

AGENDA ITEM #44.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be C	Completed	By Depar	tment			
1. Date of Request: 4/6/16		2. Contract Type;	Expense	Revenue	Other 3. Renew: Yes		al Cuntract: s(No)	
4. Department Name: Parks & Cultural Services				5. Department Contact: Julie Diaz				
. Description:		Specialty a	Area User Group Cont	tract/Agreement for B	ayshore Little League a	t La Salle Park	***************************************	
. IFAS PEID No:		8. IFAS Req No:		9. Orgkey:		10. Object Code:		
I. Vendor:		Bayshore Little Leag	he	12. Vendør Contra	et Nu:			
3. Requested Legal Review es No (Explain if No)	s: Yes, please mak	e sure Legal is OK wit	h the language in the	agreement				
		Expendi	ture Budget / I	Revenue Proje	ections			
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20, Year 4 Projected	21, Year 5 Projected	
2. Totals:			•		-	-		
	То	Be Compl	eted By Pu	rchasing	Denartmen	t		
Ontract Start Date: 8	2/16	Auto Renew	n Contract:	Bid No:	DIA			
ontract End Date S	1/36	Contract # Issued By	Purchasings C	M162				
		HB1295	- 201	M162	69			
		Аррго	red By:		Signature		Date	
		Department Head:	Department Head:		Means		7/20/16	
Purchasing Agent:			July (7-2	2-16		
		County Legal:		Seval	g Who	- 7-	22-16	
		County Budget Office	- Ja 1	n de	1 occimentation YES	7/	22-16 /20/16	
		County County Aud	-	available and Funds a	re will be Available		alı.	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

			22121201111		1011	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number:		
	Bayshore Youth Sports Association			2016-86869		
	Bacliff, TX United States	4	Date Filed:			
2			07/19/2016			
_	being filed.	are rozin is				
	Galveston County			cknowledged:	ľ	
			7/	20/16		
3	Provide the identification number used by the governmental entity or state agency to description of the services, goods, or other property to be provided under the contract					
	CM16234 Athletic Complex User Agreement - LaSalle Park					
				Nature of	interest	
4	Name of Interested Party City, State, Country	(place of busine	ss)	(check ap		
				Controlling	Intermediary	
	NAME OF TAXABLE PARTY O					
		4.1				
			\top			
		- E				
5	Check only if there is NO Interested Party.					
6	AFFIDAVIT I swear, or affirm, under penalty or	f perjury, that the	above o	disclosure is true	and correct.	
	ASHLEY STRADER RODGERS My Commission Expires May 12, 2018 Signature of authorized agent of contracting business entity					
	AFFIX NOTARY STAMP / SEAL ABOVE			. /		
	Sworn to and subscribed before me, by the said <u>Authorized Agent</u> 20 16, to certify which, witness my hand and seal of office.	, this the/	9	day of	uly.	
	Olley Trader Ashley Strader Rodgers Notary Signature of officer administering oath Printed name of officer administering oath Title of officer administering-oath					
	440 Grand Ave.					

Athletic Field or Specialty Area User Group Contract/Agreement Galveston County Parks

This Agreement is made and entered into effective as of the Commencement Date, by and between the County of Galveston, a political subdivision of the State of Texas and Bayshore Little League, Inc., doing business as Bayshore Youth Sports Association, a Texas nonprofit corporation, for the operation of La Salle Park.

Definitions

- 1. County means the County of Galveston, Texas.
- 2. User Group means Bayshore Youth Sports Association.
- 3. **Complex** means the La Salle Park in the unincorporated community of San Leon, Galveston County, Texas, including all ball fields, concession areas, restrooms, parking areas, and other amenities. The specifics of the Complex are listed in Exhibit A.
- 4. **Commencement Date** means the latter of the date of execution of this agreement by the County and the User Group.
- 5. Authorized Representative means the Director of the County Parks Department or his/her written designee. Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement.

Recitals

Whereas, the User Group is the owner of property (described in Exhibit B and referred to herein as the "Auxiliary Property") that is adjacent to the Complex, commonly used in conjunction with the Complex to complete a second ball field, and often used as part of the Complex; and

Whereas, the User Group desires to donate the Auxiliary Property to the County in a manner that enhances the operation of the Complex for the primary benefit of San Leon, Texas residents; and

Whereas, the County is the Owner of the Complex; and

Whereas, the County desires to grant to the User Group the right, for the term hereafter stated, to manage and operate the Complex.

Now, Therefore, Know All Men By These Presents:

That for and in consideration of the public improvements and other payments to be made by the User Group and for the further consideration of the mutual covenants, terms, provisions, and conditions contained herein, the parties hereby agree as follows:

Article I Scope and Use

- 1.1 Upon execution of this Agreement, the User Group shall transfer and convey to the County fee simple title to the Auxiliary Property. The County shall accept title to the Auxiliary Property. Upon the County taking title to the Auxiliary Property, it shall be combined and included into La Salle Park and shall thereafter become part of the Complex.
- 1.2 Within the first twelve months of the term of this Agreement, the County shall complete the following improvements surrounding and at the Complex:
 - a) Paving: complete asphalt paving of streets, drives and parking areas shown on the attached Exhibit C-1;
 - b) Lights: install new poles and lights to illuminate one ballfield in accordance with the specifications described in Exhibit C-2; and
 - c) Walkway: construct a crushed granite sidewalk that connects the parking lot on 19th Street to 18th Street with a crosswalk and a striped pedestrian crosswalk connecting the complex.
- 1.3 The County, subject, however, to any conditions, restrictions, covenants, rights-of-way, or easements affecting the Complex, as well as the mutual covenants, terms, provisions and conditions contained herein, grants to the User Group, for the term hereinafter set forth the right to:
 - a) schedule baseball, softball and tee-ball practices, league games, tournaments, and other related events at the Complex;
 - b) Operate and manage the concession stand at the Complex;
 - c) Offer for sale sports merchandise, souvenirs, food, and non-alcoholic beverages, and such other items of merchandise as are customarily offered for sale under similar circumstances at refreshment stand concessions within Galveston County; and
 - d) Schedule the scorer's booth (if applicable) for meetings or other related uses at the Complex.

- e) Utilize the Complex for other purposes compatible with the foregoing, including registration, board meeting, pictures, and community meetings.
- 1.4 Other use of the Complex that is not specifically described in this agreement shall be permitted only if written consent to such use is first obtained from the County's Authorized Representative, which consent shall not unreasonably be withheld, conditioned or delayed.
- 1.5 No portion of the Complex is being leased to the User Group. The User Group is a licensee and not lessee of the Complex. The right of the User Group to occupy the Complex shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the User Group.
- 1.6 The County reserves the right to enter any portion of the Complex for any reason at any time, without prior notification to the User Group. The County will, however, use reasonable efforts to give 24 hour advance notice to User Group in non-emergency circumstances.
- 1.7 The County also retains the right to enter the Complex and to make any and all necessary repairs to the Complex if User Group fails to complete such repairs within thirty (30) days of written notice from the County, or if the repairs are of a nature that cannot reasonably be completed within thirty (30) days, User Group fails to commence the repairs within thirty (30) days of written notice from the County and diligently and continuously work to completion.
- 1.8 The County must have a key to all County facilities. The User Group may not change the locks at the Complex without prior written approval from the County's Authorized Representative. If a change of locks is approved, the User group must supply the County 4 keys within 24 hours of changing the locks. A key may be given to the following County employees: Director; Parks Operations Manager; Trades Supervisor; and District Supervisor. In the event of an emergency that requires an immediate change of the locks, the User Group will change the locks and a reasonable effort will be made to provide the County with access until keys are provided.
- 1.9 The goals of this Agreement are:
 - a) to provide quality services for the residents of Galveston County through open recreation; practices; leagues and tournament scheduling; promotions; advertising; and concession operations; and
 - b) to provide improvements to the Complex to enhance recreational opportunities to Galveston County residents.

This Agreement shall be interpreted so as to further these goals and purposes.

Article II Term

- 2.1 The Agreement shall be for a primary term of twenty (20) years beginning on the Commencement Date and terminating at midnight on the expiration of twenty (20) years from the Commencement Date.
- 2.2 The User Group and County may extend this Agreement for two (2) further periods of five (5) years each by the User Group giving the County written notice of the User Group's desire to do so at any time within one hundred eighty (180) days prior to the expiration of the primary term or first option period, whichever is applicable, but not less than ninety (90) days prior to expiration. Each renewal shall be on such terms and conditions as may be agreed by the County and the User Group at the time of each renewal.

Article III Permits and Approval Right of Reversion

3.1 This Agreement:

- a) is made and accepted subject to the terms, reservations, conditions, restrictions, reversionary rights and easements recited or otherwise set forth in deeds conveying title to the Complex to the County;
- b) is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not; all previously recorded restrictions, reservations, covenants, and conditions, if any; any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property.
- c) is subject to all necessary Federal, State and/or local permits required for purposes of construction including but not limited to permits of the U.S. Army Corps of Engineers, the Texas Parks and Wildlife Department, and the County of Galveston.

Article IV Ownership of Title to Improvements

- 4.1 All improvements in place upon and within the Complex, with the exception of those unattached personal property items supplied by the User Group, become, belong to and shall remain the property of the County during the full term of this Agreement, any renewal thereof and, following the expiration of such term or terms, forever after. The User Group will not commit waste upon, remove, or voluntarily or negligently destroy any improvements except to construct other improvements that will, at all times, meet the requirements specified herein including, but not limited to written approval of such improvements
- 4.2 If during the term of this Agreement any portion of the real or personal property shall become worn and require replacement, the User Group shall make such replacements at its expense, and the replacement property shall thereafter become part of the Complex and the County's property, though the User Group shall continue to have use of such property for the duration of the Agreement.
- 4.3 If necessary replacement costs are more than five thousand dollars (\$5,000.00), the User Group may request the County's participation in the replacement. Necessary replacement costs may not be combined to meet the more than five thousand dollars (\$5,000.00) threshold, but shall be considered separately. The County's participation shall be limited to ten thousand dollars (\$10,000) annually. In the event the User Group requests the County's participation, prior to the commencement of the necessary replacement, the User Group shall deposit fifty percent (50%) of the estimated costs with the County's Purchasing Department. The County's Purchasing Director, in compliance with local and state laws and regulations specific to purchasing and bidding, will provide the estimate of necessary replacement costs. If the estimate does not exceed five thousand dollars (\$5,000.00), the County shall not participate in the necessary replacement and deposited funds shall be returned to the User Group.

Article V Modifications

- 5.1 The User Group may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the Complex (such changes, alterations, and additions hereinafter to be called "Modifications") as the User Group deems desirable for the purpose of maintaining the Complex as an efficient high-class facility, provided such Modifications:
 - a) do not diminish the value or utility of the improvements or change the use thereof;
 - b) are designed, engineered, constructed, developed and once completed, maintained and operated at no expense to the County;
 - c) meet the requirements specified herein; and
 - d) compliment the intended use of the Complex as a facility for normal practical uses.

- 5.2 All Modifications made by the User Group shall remain the property of the User Group during the term of the Agreement and any renewal terms. Such Modifications may not be removed from the Complex prior to the end of the term without prior written consent from the County and become property of the County upon expiration of the Agreement, including any renewal terms.
- 5.3 The User Group covenants and agrees that in the event the User Group wishes to make Modifications to the improvements, the User Group will, at the User Group's sole cost, risk and expense and prior to commencement of construction prepare and submit to the County's Authorized Representative preliminary plans and specifications for review and approval by the County Engineer, County Architect or other County representative designated by the County's Authorized Representative, for the construction of such Modifications. All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the County for improvement of Park properties. Any revisions or changes to the User Group plans and specifications submitted by the County to the User Group shall be incorporated by the User Group into the final plans and specifications for the construction of the Modifications. The County may reject proposed Modifications for any reason or no reason, however the County agrees that any revisions and changes to the User Group's plans and specifications shall not be unreasonably burdensome. Approval of the plans and specifications by the County and the User Group shall be evidenced by both parties signing a set of the plans and specifications.
- 5.4 Upon approval of the plans and specifications, and prior to the commencement of construction of the Modifications, the User Group will obtain necessary building permits, if required, from the appropriate authority or authorities for the construction of the Modifications.
- 5.5 The User Group further agrees that upon approval of the plans and specifications, the User Group will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Complex in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction. The User Group further agrees to allow inspection of the progress to be made by the County's representative and that in a case of disagreement with respect to the compliance with approved plans; such disputes will be submitted to the County Engineer, whose decision shall be binding on all points contested. The User Group further agrees to tender to County a copy of the "as-built" plans and specifications upon completion of the construction of the Modifications. In addition, the User Group agrees that all additional utility connections and expense to the Complex necessitated by the Modifications shall be at the User Groups expense i.e. irrigation reconnection, additional lighting, additional equipment.

Article VI Utilities and Services

- 6.1 Throughout the term of this Agreement, the Complex shall be maintained and operated entirely at the User's Group's expense, including as follows:
 - a) User Group shall be responsible for all electricity costs at the Complex. All electrical meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.
 - b) User Group shall be responsible for all water costs at the Complex. All water meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.
 - c) User Group shall be responsible for trash service at the Complex. User Group shall maintain trash receptacles and empty them regularly for the duration of this Agreement.

Article VII Taxes

- 7.1 The User Group may be subject to ad valorem taxes upon all improvements purchased or constructed by the User Group, as well as all Modifications and personal property owned by the User Group and used at or in connection with the Complex.
- 7.2 The User Group's interest in this Agreement may also be the basis for an ad valorem tax. The User Group covenants to pay such ad valorem taxes as may be assessed against such personal property as such taxes become due.
- 7.3 The User Group also covenants to pay Texas State Sales Taxes and Federal Income Taxes as such taxes become due.
- 7.4 The User Group agrees to provide to County receipts or other certified documentation that all taxes have been paid within ninety (90) days of the due date or extension due date of any such taxes if requested in writing.

Article VIII Bookkeeping

8.1 The User Group shall keep for the time frames required by state law full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity. Said books, records, and accounts, including any sales tax reports that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County or its authorized representatives or agents.

Article IX Repairs and Maintenance

- 9.1 User Group is responsible for all repairs and maintenance of the Complex for the duration of this Agreement, including but not limited to mowing, cleaning, painting, electrical, plumbing, foundations, roofs, walls, fences, and field grooming and maintenance.
- 9.2 User Group may request the participation of the County for a major repair, which is a repair to an existing infrastructure that costs more than five thousand dollars (\$5,000.00). Major infrastructure repairs may not be combined to meet the more than five thousand dollars (\$5,000.00) threshold, but shall be considered separately. The County's participation shall be limited to ten thousand dollars (\$10,000) annually. In the event the User Group requests the County's participation, prior to the commencement of the major repair, the User Group shall deposit fifty percent (50%) of the estimated costs with the County's Purchasing Department. The County's Purchasing Director, in compliance with local and state laws and regulations specific to purchasing and bidding, will provide the estimate of the major infrastructure repair. If the estimate does not exceed five thousand dollars (\$5,000.00), the County shall not participate in the major infrastructure repair and deposited funds shall be returned to the User Group.
- 9.3 The User Group covenants and agrees, at the User Groups sole cost and expense, to keep the Complex in good, safe, and clean condition and to make, at the User Group's cost and expense, all repairs and replacements that may be necessary and required to keep same in good, safe, and sound condition.
- 9.4 Specifically, the User Group agrees to provide the following, at the User Group's cost and expense, year round:
 - Striping, lining, continued maintenance and detailing of fields as required;
 - Scoreboard maintenance and replacement as required (if applicable);
 - Grass mowing, trimming and edging throughout the Complex, as needed, but in no event shall the grass height exceed six inches;.
 - Supply and applying fertilizer as needed, or as determined by a County Representative;
 - Audio system maintenance and replacement as needed for any field public address systems;
 - Maintaining interior of Concession Building to include compliance with local health regulations;
 - Maintain safety netting between the fields and the bleachers (if applicable);
 - Maintain dirt covering over the exposed concrete behind each backstop (if applicable);
 - The initial preparation of the infield areas to make them ready for use during the first season of play;
 - Cleaning the restrooms as needed to maintain cleanliness and good sanitation;

- Deep clean restrooms, once a month;
- Providing and maintaining paper products, soaps/sanitizers, and other appropriate restroom supplies in the restrooms;
- Maintain batting cages (if applicable);
- Pick up all trash and empty containers after any use of the Complex;
- Provide trash dumpsters and empty regularly, preventing overflow;
- Maintaining the integrity of the concession building and associates systems supporting the use of the building, including HVAC;
- Repairing and/or replacing field lighting once twenty (20%) of the field lights are not functioning;
- Maintain, repair and as necessary replace bleachers;
- Maintain, repair and as necessary replace fences; and
- Clean, repair and as necessary replace any other portion of the Complex.

This list of the User Group's responsibilities is by way of example only and shall not be construed to be all inclusive and limiting.

- 9.5 The County, acting through its agents or representatives, shall have the right to enter the Complex or any part thereof, from time to time, regardless of whether the User Group is open for business or present, for inspection of same and for repairs, maintenance and correction of any defaults of the User Group during the term of this agreement. The County will, however, use reasonable efforts to give 24 hour advance notice to User Group in all non-emergency situations.
- 9.6 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to ensure proper maintenance, care and upkeep of the Complex which need attention due to the User Group's operations within the Complex. The County will notify the User Group in writing prior to the imposition of any regulations under this section, which shall not unreasonably interfere with the purpose for which User Group uses the Complex or impose unreasonable additional costs or obligations on User Group.
- 9.7 No User Group may use any herbicides/pesticides at the Complex without prior approval from the County's Authorized Representative, which approval shall not be unreasonably withheld, conditioned or delayed.
- 9.8 The degree of maintenance required of the User Group shall be in keeping with other public parks operated by the County. If the User Group neglects or refuses to do so, the County may, but is not required to, perform such maintenance repairs for the account of the User Group and the User Group shall promptly reimburse the County for the costs thereof, provided that the County shall first give the User Group thirty (30) days prior written notice of its intention to perform such maintenance or repairs at their own expense. Failure on the part of the User Group to repair or maintain the Complex or to promptly reimburse the County as herein provided shall be grounds for termination of this Agreement.

Article X Operation

- 10.1 The User Group agrees that all areas of the Complex shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising, if any, and that the User Group will be identified solely as a User Group operating in a public park so as to not mislead the public into believing that the area is private. The User Group may not charge a parking fee to any County owned parking lot or restrict access to common areas of the Complex, such as playgrounds. Notwithstanding the foregoing, the User Group may restrict access to ballfields and concession booths as necessary to conduct program activities in an orderly manner.
- 10.2 The User Group also agrees that signs, if posted by the User Group, shall identify the Complex as being open and available to the public. Such signs, if any, shall also contain such other information as is required by the County. Signage, if any, shall identify the Complex as "La Salle Park."
- 10.3 The User Group further agrees to make the common facilities and structures on the Complex open and available to the public for public use on a nondiscriminatory basis. This includes use by the public of the fields when not in use by the User Group. The User Group may require the public to schedule or sign up for the use of the fields, but may not unreasonably restrict the public's use of the fields when not in use by the User Group.
- 10.4 The User Group shall comply with applicable federal, state and local laws governing the operation of all portions of the Complex. Violation of any federal, state, county, or city laws, ordinances, and/or regulations may be considered as cause for termination of this Agreement.
- 10.5 The User Group must provide the County with an accurate list of User Group's officers and directors and shall update that information with the County as it changes.
- 10.6 The User Group warrants that no liens of any type or kind will be voluntarily or involuntarily placed on the Complex property and that any liens so permitted or suffered will be cleared. within fifteen (15) days. User Group retains the right to contest any lien or encumbrance upon the Complex provided that User Group complies with all statutory obligations required to contest such liens. User Group's obligations regarding liens shall be satisfied if during any period that a lien is disputed User Group provides a bond sufficient for the satisfaction of the lien together with costs and interest.
- 10.7 The User Group shall obtain and pay for all permits or licenses that may be required for operation of all portions of the Complex. In addition, the User Group shall meet all requirements of the County, City, and State Health Departments with regard to the handling and dispensing of food and non-alcoholic beverages. The User Group shall not dispense or permit alcoholic beverages to be dispensed or consumed at the Complex, except at non-youth oriented events (e.g., fundraising events) where advance, written permission has been obtained from the County.

- 10.8 The User Group shall not erect any signs on the complex or in the vicinity thereof without obtaining the advance written approval of the County. Outfield fence advertising signage may not include advertising for alcoholic beverages, snuff or tobacco products, political office holders or candidates or any other enterprise that, in the opinion of the Authorized Representative, is inconsistent with the operation of a County complex.
- 10.9 The User Group may enter into advertising relative to the Complex that is consistent with the dignified approach necessitated by the reputation of the Complex.
- 10.10 Complex operating hours are determined by park hours that are already established. If the User Group has different hours they need to be open, those additional hours of operation must be set forth in a written proposal submitted by User Group to the County's Authorized Representative and must take into account any applicable City Ordinances. Any change of hours will be permitted at the sole discretion of the County's Authorized Representative.
- 10.11 The User Group will schedule the Complex for practice, league play, tournaments, and meetings in the Complex facilities where applicable, and in compliance with permitted uses set forth in 1.3(a) and (d) of this Agreement.
- 10.12 The User Group will manage and operate the concession stand at the Complex, providing food and non-alcoholic beverage sales and merchandising of other appropriate products.
- 10.13 Examples of the variety of food and beverages sold at the concession may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, French fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc.), bottled water, and coffee. No alcoholic beverages will be permitted to be sold.
- 10.14 Examples of the type of merchandise that may be sold or rented include the following types of items: pennants, baseball caps, T-shirts, souvenir balls and bats, discs for disc golf, commemorative programs, and other suitable sports equipment or memorabilia.
- 10.15 County, acting through its Authorized Representative, may prohibit the User Group from the sale of any food, beverage or item of merchandise it finds objectionable. The County will notify the User Group of any objection in writing.
- 10.16 The User Group shall promptly pay all debts and expenses incurred by it in the operation of the Complex.
- 10.17 The User Group shall keep the Complex and surrounding areas in a clean and sanitary condition at all times. Concessionaires shall store all trash in the containers provided for that purpose.

- 10.18 The User Group shall not keep any explosive or hazardous waste or materials at the Complex, conduct any offensive occupation thereon, or operate any machinery thereon that may cause injury or damage to the Complex.
- 10.19 Vendors shall not be permitted or engaged by the User Group within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The parties acknowledge that it is customary for User Group to permit and engage vendors for special events and advertised tournaments.
- 10.20 No vending machines shall be permitted within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative.
- 10.21 Prices for all food products, merchandise, services and items including routine tournament fees shall be clearly posted. The User Group may set additional special tournament fees for specific events. A list of fees shall be provided to the County's Authorized Representative within seven (7) days of changes to the fees.
- 10.22 The User Group agrees that outside lighting and other operations in the Complex will not be operated at such hours or with such brightness or noise intensity as to constitute a nuisance to the occupants of private property in the area or violate City ordinances.

Article XI Insurance

- 11.1 The User Group covenants and agrees that the User Group will, throughout the term of this Agreement, at the User Group's cost and expense, maintain in force and effect a policy or policies of insurance with deductibles of no more than five thousand (\$5,000.00) dollars in which the County of Galveston and the User Group are named as insureds.
- 11.2 This insurance shall be of the kind commonly known as public liability and property damage insurance, insuring the insured against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the User Group's operations of the Complex in the amount not less than the minimum amounts set forth in Chapter 101 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Tort Claims Act, as it currently exists or hereinafter may be amended. Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas.
- 11.3 Third-party liability insurance is required and as set forth below:

Limits of Coverage Each Occurrence

\$1,000,000.00

 Bodily Injury
 \$1,000,000.00

 Property Damage
 \$1,000,000.00

 Personal Injury
 \$1,000,000.00

 Medical Expenses
 \$5,000.00

 General Aggregate
 \$2,000,000.00

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured:

The County of Galveston must be named as a named insured on the policy/certificate of insurance.

- 11.4 The User Group shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County. At least thirty (30) days prior to the expiration of any such policy or policies or insurance, the User Group shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon. The insurance certificate must be signed (a stamped signature will suffice.)
- The User Group covenants and agrees, that the User Group will, throughout the term of this Agreement, at the User Group sole cost and expense, keep the User Group personal property items, and all replacement thereof, and all other contents of the Complex premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "fire and extended coverage insurance" in an amount not less than one hundred percent (100%) of the full replacement value of said personal property items and all other contents. In the event there is damage or destruction to the personal property items and/or other contents, the User Group shall have fifteen (15) days after such damage or destruction occurs to repair or replace same, provided however that if the repairs are of a nature that they reasonably require more than fifteen (15) days to complete, User Group shall commence the repairs within fifteen (15) days and diligently continue them to completion. Prior to commencement of this agreement, an inventory will be taken jointly by the parties, confirmed and executed in writing, and placed with this agreement, listing all personal property of the User Group and all property of the County. At the end of the term of this agreement, the inventory list will be verified for record purposes.
- 11.6 The User Group agrees to waive any right of recovery against the County for loss or damage to persons or property. The User Group further agrees that no insurance company or companies with which the User Group may maintain any insurance in force and effect with respect to the Complex premises and modifications, the contents thereof, and any materials to be incorporated in the Complex premises, shall be subrogated to any claim of the User Group against the County.
- 11.7 The County is under no obligation to furnish insurance coverage of any kind covering the

Complex. In addition, in the event of partial or complete destruction of the Complex that is not determined to be covered by the User Group's insurance, the County shall have no duty or obligation to make any repairs or to otherwise restore the Complex or any part thereof to the condition it was in prior to such partial or complete destruction.

Article XII Assignment of Agreement

12.1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution. Such approval of assignment, if made, will be provided to the User Group in writing delivered by the County's Authorized Representative.

Article XIII Default by User Group

- 13.1 If, during the term of this Agreement, the User Group defaults in the prompt and punctual payment of any amount payable by the User Group to the County, or shall make default in any other payment provided for herein, or if the User Group shall abandon the premises, the User Group dissolves, is forfeited, or defaults in any other covenant of the User Group contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs, failure to provide or pay for utilities, or failure to obtain all required insurance, or to maintain the Complex as a public recreational facility, and such default shall continue for forty-five (45) days after receipt of written notice thereof by the County's Authorized Representative to the User Group, the County, acting through County Commissioners' Court, shall have the right to terminate the Agreement; provided, however, that the Agreement shall not be terminated for failure to provide maintenance, replacement or repairs of a nature that reasonably cannot be cured in less than forty-five (45) days if User Group commences the effort to cure within forty-five (45) days and diligently continues the effort to completion.
- 13.2 In the event the County terminates this Agreement, the County shall have the right to immediately re-enter the Complex, and to remove all persons or any personal property belonging to the User Group from the Complex. In so doing, the County does not waive any claim for payment of fees by User Group which may accrue through the date of such termination, or for the performance of any other obligations of the User Group which may accrue prior to such date.

Article XIV Termination

- 14.1 Upon termination of this Agreement, whether by expiration of its initial term or (any renewal thereof) by cancellation by the County by reason of default by the User Group, the title to all modifications constructed by the User Group shall vest in the County.
- 14.2 Upon such termination, the User Group shall remove their personal property as well as their non-permanent trade fixtures and all such other modifications as the County shall direct, and shall, at the County's option, restore the Complex to the same condition as it was at the commencement thereof, ordinary wear and tear and damage by unavoidable causes excluded.

Article XV Quality of Service

15.1 All items sold by the User Group shall be of first class quality and of a nature suitable for a family environment and the service provided by the User Group shall be rendered courteously and efficiently. The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that it reasonably deems objectionable and shall have the right to order the improvement of the quality of either the merchandise or the services rendered.

Article XVI Indemnification

16.1 The User Group shall protect, indemnify, and hold harmless the County of Galveston, Texas, its Commissioners, officers, and employees from and against any and all claims, demands, and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property occurring on the Complex or in any manner growing out of or connected with the User Group's use and occupation of the Complex during the term of this Agreement. The User Group shall give the County prompt notice of any claim coming to the User Group's knowledge that in any way directly or indirectly affects either the User Group or the County. All parties shall have the right to participate in the defense of such claim to the extent of their interest.

Article XVII Fees and Prices

17.1 All fees, charges, and prices for services rendered and foods, beverages, merchandise and other goods sold by the User Group shall be competitive with similar sources in the Gulf Coast Region, as reasonably determined by User Group.

Article XVIII Independent Contractor

18.1 This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and the User Group or between the County and any employee or agent of the User Group. The User Group shall at all times be deemed to be Independent Contractors operating under their designated organization. The User Group is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of the User Group, employees or agents thereof, in performing the duties prescribed herein.

Article XIX Non-Discrimination

19.1 The User Group agrees that in the use and occupancy of the Complex, no discrimination of any kind shall be practiced by any party that is based upon a person's race, sex, color, religion, ancestry, national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services.

Article XX Access by Persons with Disabilities

20.1 The User Group agrees to comply with the Americans with Disabilities Act and any other applicable federal or state law concerning accessibility by persons who may desire to access the Complex who are handicapped, disabled, or differently abled. The County shall at the County's expense ensure that the Complex and all improvements existing on the effective date of this Agreement comply with the Americans with Disabilities Act and any other applicable federal or state law concerning accessibility. Modifications, repairs and maintenance designed, constructed by or on behalf of the User Group must meet or exceed all applicable accessibility standards.

Article XXI Waiver of Default

21.1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of permission, express or implied, or any other or subsequent default or breach.

Article XXII General Clauses

- 22.1 Meaning of Words. All references to the parties of this Agreement and all covenants, conditions, and agreements of this Agreement shall apply to and be binding upon the County and the User Group and their respective legal representatives, successors, and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this Agreement, both County and the User Group are referred to in the singular, plural, and/or neuter gender. However, such words and all other terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular or plural) and any other gender (masculine, feminine, or neuter) as the sense of the writing herein may require number and gender.
- 22.2 **Notice.** Any notice required or permitted between the parties under this agreement must be in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows:

Hon. Mark Henry, County Judge 722 Moody County Courthouse, 2nd Floor Galveston, Texas 77550 Fax: (409) 770-5560

with a copy to:

Julie Diaz
Director
Galveston County Parks Department
4102 Main (FM 519)
La Marque, Texas 77568
Fax: (409) 621-7986

with a second copy to:

Robert Boemer Director Galveston County Legal Department 722 Moody Galveston County Courthouse, 5th Floor

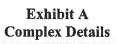
and to the User Group at: David Morton Bayshore Youth Sports Association 303 18* Street San Leon, Texas 77359 Fax: or at such other address as the User Group may from time to time designate by written notice to the County. 22.3 Severability. This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part, or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part, or portion shall be deleted and ignored as if the same had not been written. 22.4 Amendments. Any and all provisions and clauses in this Agreement may be amended or deleted by the County and the User Group only by mutual agreement, and any such change shall be in writing and attached to this Agreement as an addendum. 22.5 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall lie exclusively in Galveston County. 22.6 Execution of Agreement. This Agreement is executed to be effective as of the commencement date. User Group Bayshore Little League, Inc. d/b/a Bayshore Youth Sports Association Date: 7/15/2016 Chris Reliford President Date: 7/15/2016	Galveston, Texas 77330
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Bayshore Little League, Inc. d/b/a Bayshore Youth Sports Association By:	
Chris Reliford President 7/15/2016	Bayshore Little League, Inc.
1000 m. A 7/15/2016	By getting
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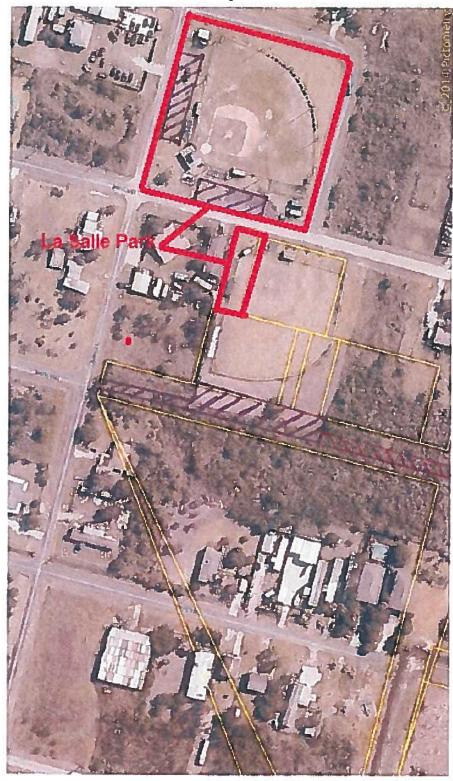
County of Galveston

The County of Galveston, acting by and through Mark Henry, County Judge, pursuant to Order of the Commissioners Court of Galveston County, Texas, adopted on this date of execution hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution.

By:	Date:
Mark Henry	
County Judge	
Attest:	
	Date:
Dwight Sullivan	
County Clerk	
	Date:
Julie Diaz	
Director	
Galveston County Parks & Cultural Services	

19th St





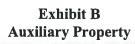




Exhibit C-1
Paving Improvements

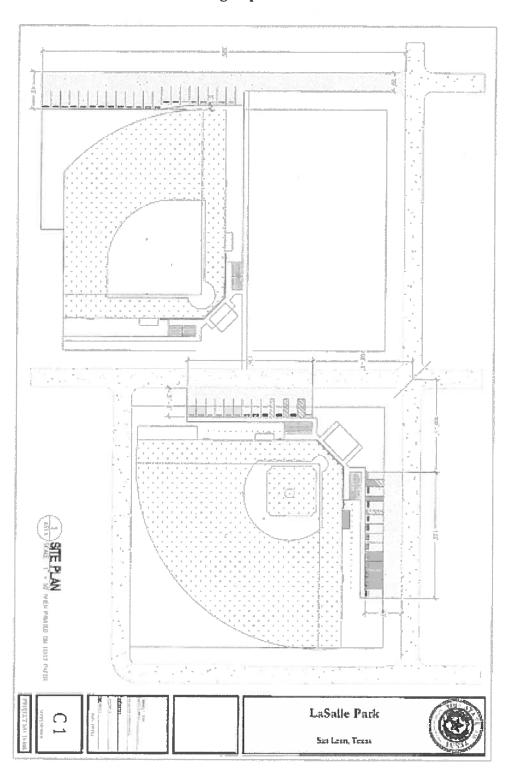


Exhibit C-2 Lighting Improvements

- 1. New lighting is for one (1) 200' Softball field.
- 2. All equipment, poles, fixtures, lights, wiring and conduit, and locking panel boxes shall adhere to permit requirements.
- 3. Full length wood poles at least 40 ft. or taller supporting lighting. Pole structures and cross arms shall be designed per the latest version of AASHTO (2009), for a 125 MPH wind zone, with three second gust factor.
- 4. Fixtures shall be 1,500 watt energy saving metal halide. Control visors will be installed on lights.
- 5. The lighting system shall be served from a 480 volt, 3 Phase service from the electric utility. All wiring from the service to the panels to the poles shall be new. All wiring shall be enclosed in conduit secured to the poles or the tubular cross arms. There will be no exposed wires.
- 6. Wiring will be elevated to a safe height. Alternatively, wiring may be buried a minimum of 18" deep.
- 7. All poles to be grounded with #2 Copper conductor to a driven ground rod.
- 8. Any trenching must not interfere with field playing surface.
- 9. Maximum voltage drop is 3% from the electrical service to the pole.
- 10. Placement location of exterior panel and electrical meter to be determined by County.
- 11. Minimum 1 year warranty on all equipment.
- 12. The average maintained light levels on the lighted field must be 50 foot candles on the infield and 30 foot candles on the outfield based on a 20 ft. x 20 ft. grid. Maximum to minimum uniformities shall not exceed 1.5:1 in the infield and 2.5:1 in the outfield.
- 13. All system components shall be UL Listed for the appropriate application.

AGENDA ITEM #44.b.

Galveston County Department of Parks and Cultural Services Facility Permitting Policy

Policy Amended: August 2, 2016

In effect: August 3, 2016

In keeping with our mission, it is our desire that every event scheduled at a county park facility be successful and safe. To facilitate this goal, the Galveston County Commissioners Court adopts the following policies and procedures on behalf of Galveston County. The County's Department of Parks and Cultural Services will implement them.

1. **Definitions**

- 1.1 <u>Alcoholic Beverages:</u> The only types of alcohol that may be consumed for private functions in County Park Facilities are wine, beer, and champagne.
- 1.2 <u>Amplified Music:</u> Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music. Amplified sound and equipment is prohibited for outdoor facility reservations. Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i.e. small portable stereo).
- 1.3 <u>Beach:</u> means state owned beaches to which the public has the right of ingress and egress bordering on the seaward shore of the Gulf of Mexico or any larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico if the public has acquired a right of use or easement to or over the area by prescription, dedication, or has retained a right by virtue of continuous right in the public.
- 1.4 <u>Commercial fees:</u> are those fees that apply to all activities conducted for a commercial or for-profit legal entity wherein items are sold or fees are charged for admission, participation, or registration.
- 1.5 Department: means the Galveston County Department of Parks and Cultural Services.
- 1.6 <u>Deposit:</u> is the amount of money tendered that is designed to reimburse the County for possible damages/clean-up to a Site or Facility. Deposits are fully or partially refundable upon clean-up conditions being met. Should the deposited amount not be sufficient, additional monies will be required.
- 1.7 <u>Set-Up/Break Down Charge:</u> is the amount of money charged to reimburse the County for the cost of labor hours required to make a Facility ready (tables and chairs, etc.) for an event and to restore the Facility to its original pre-rental/reservation state upon completion of the event.
- 1.8 <u>Director:</u> means the current Director of the Galveston County Parks and Cultural Services or their designee.
- 1.9 <u>Teen Youth Party:</u> means an organized event with two or more participants of the age of seventeen or under where chaperone(s) are required and admission fees are charged.
- 1.10 <u>Chaperone:</u> is **a person age 21 or older** who accompanies **teen youth age eighteen or under** at social gatherings to ensure proper behavior and/or one delegated to ensure proper behavior.
- 1.11 <u>Curfew:</u> is a regulation to govern the Youth Parties usage of the county park facilities within municipal jurisdictions established curfew ordinances.
- 1.12 <u>Facility Use Agreement/Application:</u> a written promise evidenced by a signed document ("Facility Use Agreement/Application") by applicant for facility reservation by which applicant agrees to the regulations established by the County Department of Parks and Cultural Services for use of a facility as listed in the agreement.

- 1.13 Public/Special Event/Company Picnic Permit Application: a series of forms ("Application and Request For Special Event Permit, Special Event Security Plan, Requirements and Attractions and Special Event Contract") to be completed and signed by the individual or group requesting a reservation/permit for a special event (Concert, Wedding, Fair, Fun Run, Picnic, Rally, etc.) to be held at a facility and/or including the grounds associated with the facility or for events that exceed facility capacities, or are requesting special accommodations.
- 1.14 <u>Facility Data Report:</u> a form ("Facility Data Report") executed by and between the Permit Holder and the Department of Parks and Cultural Services operations personnel (Park Maintenance Worker, Park Aide, Seasonal Park Aide, District Supervisor, and/or Park Operations/Trades Manager), which establishes and documents the pre-rental reservation and post-rental reservation condition of a facility including facility grounds if applicable.

1.15 Events:

- 1.15.1 <u>Mass Gatherings:</u> a gathering that attracts or is expected to attract more than 200 individuals on any Beach in the unincorporated area of Galveston County who will remain at the location for more than two continuous hours. **Moratorium on Mass Gatherings, effective, November 6, 2002.**
- 1.15.2 <u>Public Events:</u> activities such as rodeos, festivals, religious revivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged.
- 1.15.3 <u>Special Events, a.k.a. Walk-A-Thons, Company Picnics, Fun Runs and Races:</u> that are usually closed to the general public, but open to registered participants of a particular group.
- 1.16 Outdoor Facility: is a park pavilion, gazebo, covered barbecue site, therapeutic garden, athletic field, bunker, rodeo arena, or other similar structure within a Site. Indoor Facility: is the Bacliff Community Center, concession stands, Dickinson Community Center, Jury Assembly Room, Pioneer House, Runge Community Center, Walter Hall Banquet Facility (upstairs and downstairs) and the Wayne Johnson Community Center.
- 1.17 <u>Individual, non-profit, or tax exempt fees:</u> apply to organizations recognized by Texas State Law as tax exempt. Such organizations must be in existence exclusively for one or more specifically exempt purpose(s) at the time of application for permit.
- 1.18 <u>Permittee:</u> means a permit holder. The "Permit Holder" must be twenty-one years of age or older (=> 21 Years of Age) in order to be allowed to reserve and/or permit a county facility and/or site.
- 1.19 <u>Person:</u> means an individual, group of individuals, firm, corporation, partnership or association.
- 1.20 <u>Policy:</u> means this Facility Permitting Policy.
- 1.21 <u>Private Functions:</u> small picnics, weddings, birthday parties, family reunions, churches, etc. that are closed to the public and are usually held or sponsored by private citizens, churches, or class/family reunions.
- 1.22 Promote: includes organize, manage, finance or hold.
- 1.23 Promoter: means a person who promotes a Mass Gathering.
- 1.24 Site: is the area (park, center, Beach, public pavilion, etc.) reserved for an event.
- 1.25 <u>Site reservation (user) fees:</u> are fees paid to reserve a Site. They are not deposits and are therefore not refundable except as specified regarding timely cancellations.

1.26 <u>Walk-a-thons, fun runs, and races:</u> are any type of race, walk or similar event in which participants use a portion of parkland to begin and/or end the Event. All such events will be assessed a deposit and a reservation fee in accordance with the Site and Event reservations fee policy.

2. Scheduling Events or Private Functions (INDOORS AND OUTDOORS)

2. 1 <u>For Private Outdoor Functions</u>, applicants for permits must complete a Facility Use Agreement/Application. The completed Facility Use Agreement/Application, Facility Deposit (if applicable), and User Fee payments must be submitted to the Parks Administrative Office at a minimum of seven (7) days in advance of the reservation date. <u>For Private Indoor Functions</u>, the completed Facility Use Agreement/Application, Deposit, and User Fee payments must be submitted to the Permit Office at a minimum of 30 days in advance of the reservation date.

For private outdoor facility rentals, the Applicant forfeits 100% of the assessed User Fee if the applicant fails to notify the Parks Office in writing of cancellation of the event seven (7) calendar days prior to the scheduled event unless the applicant is granted a full or partial refund under the requirements below.

For private indoor facility rentals, public events, special events and company picnics, the Applicant forfeits 100% of the assessed User Fee if the applicant fails to notify the Permit Office in writing of cancellation of the event, 30-calendar days prior to the scheduled event. Should the assessed User Fee still be outstanding at the time of cancellation, 100% of the Deposit will be retained.

Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen event (i.e. deaths, sudden illness, loss of employment) or "Acts of God" (i.e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled.

- A person may not promote a Mass Gathering without a permit being first issued by the Department.
 "Mass Gatherings" are subject to a MORATORIUM effective, November 6, 2002. Refer to Section 1.15.1 of this policy for permitting authority for "Mass Gatherings".
- 2.3 <u>Indoor Special Events or Private Functions</u> <u>ADDITIONAL HOURS</u>: Permittee will be charged "Additional Hours" to accommodate public events, special events, or private events held in an indoor facility (i.e., Community Center, Indoor Pavilion) when the Permittees contracted Caterer, Wedding Planner, etc. arrives to set up for the event prior to the scheduled reservation time for the start of the permitted event. This fee will be based upon the normal extra hours charge fee for the particular indoor facility.
 - 2.3.1 **Indoor Facility Usage** is billed by the hour. Facilities will only be open at the times specified on the contract and paid for. Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event. Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation. If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed. If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed. County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened.
- Applicant requesting a facility reservation for an outdoor amenity and/or grounds area cannot reserve the outdoor facility (i.e., picnic shelter, outdoor pavilion, Barbeque (BBQ) Hut and/or grounds) if the reservation request is made less than seven (7) calendar days prior to the event date being requested by the applicant, however special accommodations can be addressed. Please call 409-934-8100, M-F from 8:00am-5:00pm to check availability.

- 2.5 For **Public, Special Events and Company Picnics**, applicants for permits must submit a "Special Event Reservation/Application" Form. The completed "Special Event Reservation/Application Form" must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than two years in advance. Deposit payments are due within 30 days of the day that the reservation is made. The Applicant will be required to pay 100% of the required Site Reservation User Fees, and other Fees as determined by the Permit Office as being applicable to the special event, thirty (30) calendar days prior to the event date unless the applicant is granted a full or partial refund under the requirements of section 2.1 or the event is categorized under section 5.1.4 "Gate Fees". Gate fee applicants shall pay required fees at the conclusion of their event.
 - No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location.
- 2.6 Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. But no reservation for a private event can be made more than twelve months in advance. Public, special events and company picnics can make reservations up to 24 months in advance. To reserve a Site or a Facility for a private event a year (twelve months) in advance, the applicant should contact the Permit Office on the first business day of the month that is twelve months before the proposed event. Personal appearances are preferred to phone calls. Should two or more persons arrive at the Permit Office at 8:00am to rent a facility, there will be a drawing (one person from each party with each name written on a piece of paper) to determine who will be eligible to rent the facility.
- 2.7 All Reservation Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.
- 2.8 Facility and/or User Reservation Fees for both indoor and outdoor facilities and/or grounds are to be paid by Cash, Personal Check, Cashier's Check, Money Order and if applicable by Credit Card (Visa, MasterCard, Discover, etc.) made payable to the Galveston County Parks & Cultural Services Department. Personal checks are only accepted more than 30 calendar days in advance of a reservation. If less than 30 days, cash, cashier's check, money order, or credit card payment is required. Facility Deposit fees must be paid by Cashier's Check or Money Order only.
- 2.9 For events without a Deposit on file, following the conclusion of the Event if the Facility, Grounds or Beach or Dunes located on the Beach area are damaged or if the Facility, Grounds or Beach or Dunes area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the Department. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the County and Permitee agree to submit the mediation. In the event that the County or Permitee desire to mediate any dispute, that party shall dispute to the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the notify written notice of the dispute and the request to mediate, the parties shall attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may make a written demand for binding arbitration by an impartial and unbiased arbitrator. Mediation is a condition precedent for the filing of suit by the aggrieved party. The demand for arbitration must describe the dispute and the factual basis for the dispute in reasonable detail. The parties may agree, in writing, to appoint an impartial and unbiased arbitrator to hear the dispute. In the event that the parties are unable to agree on the appointment of an arbitrator, either party may file suit in either the county court-at-law or the district court of Galveston County to request appointment by the court of an impartial and unbiased arbitrator to hear the dispute and a referral of the case to the appointed arbitrator to conduct a binding arbitration. The arbitration shall be conducted according the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association which are in effect on the date of the demand for arbitration is received by a party, except to the extent of a conflict with this Agreement.

For Indoor Facility Rentals, all or part of the deposit may be refunded, depending on the condition in which the facility or areas surrounding the facility are left as reported on the Facility Data Report (FDR). If the facility or grounds are damaged, not thoroughly cleaned, hours on the permit are not adhered to, (this list is not meant to be all inclusive or limiting), all or part of the deposit will be retained. Deposits are able to be picked-up in person at the Parks Administrative Offices within five (5) business days, following the conclusion of the event. Unfortunately, deposits are not able to be mailed.

- 2.10 Cleaning and Trash For Indoor Facility Rentals: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for <u>trash only</u>. County staff will inspect the facility immediately following the event. If the facility is not satisfactorily cleaned, Section 2.9 will apply.
- 2.11 Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

2.12 **Teen Youth Party**:

a. Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party.

b. All "Teen Youth Parties" as defined by this facility permitting policy will be accompanied by a minimum of three (3) chaperones (adults) based upon the number of youth attending and a fee is being charged for admission; in addition the chaperone(s) must sign a written agreement (i.e. Facility Data Report "FDR" acknowledging that the chaperone(s) will be in attendance throughout duration of the youth party where entrance into the event is open to the general public and not restricted to private use and/or attendance.

- 2.13 Security for Teen Youth Party: Security for Teen Youth Parties is required, please refer to section 3.2
- 2.14 Indoor events will not be permitted beyond twelve A.M. (Midnight) Monday through Sunday with the exception that those "Events" falling into the category of "Special Events" and requiring the completion of a "Special Events Application". Special Events will be reviewed for permitting on a case-by-case basis and is subject to the approval of the Director. Outdoor event permits are subject to park hours/curfew.

2.15 **County Holidays**:

Indoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Year's Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of \$25.00 per hour.

Outdoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays. County holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject

to change.

2.16 **Decorations**:

Outdoor Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time. Staples, tacks, or nails may not be used. Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited. Only birdseed and bubbles are permitted outside.

Indoor Decorations: No decorations may be applied to the walls, ceilings or windows at any time. Staples, tacks, or nails may not be used in facilities. Candles, bubbles, sparklers, piñatas, rice, birdseed, confetti, silly string, smoke, fog machines and glitter are strictly prohibited inside of facility. Only birdseed and bubbles are permitted outside. No powdered materials are allowed on the floors in any facility. If fire alarm is set-off accidentally due to the above, the deposit will be retained.

2.17 Permit Modifications for Indoor/Outdoor Facilities:

Any changes or modifications in the scope of the permit (including security) must be **finalized 30** calendar days in advance for indoor facility rentals and seven (7) calendar days in advance for outdoor facility rentals and a \$30 administrative fee may apply each time a modification is made.

2.18 **Refunds/Credits for Inclement Weather for Outdoor Facilities**:

Inclement weather: In the event of inclement weather on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date. Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer.

3. General Requirements

3.1 Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.
 - 3.2 Uniformed "Texas Commission on Law Enforcement Officers Standards and Education" (TCLEOSE) certified Peace Officers, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within Galveston County are required for any Public, Special or Company Picnic with alcohol or an estimated attendance of 100 or more, any Mass Gathering, or a Private Event with an estimated attendance of 100 or more, a private event in which alcohol is present, or an event with admission fees, live bands, and DJs or amplified music. Such Peace Officers must also be present at any Public Event, Special Event, or Private Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. The Jury Assembly Room has specific security requirements; see section 5.10.7 for more information.

The Minimum number of Peace Officers required at a Private Event, a Public Event or a Special Event with alcohol is two for the first 100 people in attendance; of the two required Peace Officers **one must be a TCLEOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable,** and one additional officer for each additional 100 people in attendance will be required. The Park Patrol Security Supervisor may require additional peace officers if, in their opinion, it appears such additional officers are warranted.

Arrangements for such Peace Officers must, in normal circumstances, **must be made through the Department's Park Patrol Security Supervisor**, a minimum of 30 calendar days in advance. But, should the Park Patrol Security Supervisor determine such additional Peace Officers are required; he will notify the applicant within 24 hours of such determination and the applicant will be required to immediately arrange for such additional officers. It is the Applicant's responsibility to make arrangements for adequate Peace Officers to help ensure the safety of the public attending the Public Event, Special Event or Private Event.

To arrange for peace officers to handle event security, contact the Park Patrol Security Supervisor during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday of each normal work week. The Park Patrol Security Supervisor contact telephone number is (409) 934-8122 or alternatively the applicant can contact the Park Patrol Security Supervisor through his county issued cell phone number at (409) 771-5855, during the hours of Monday through Friday between 8:00 a.m. and 5:00 p.m.

3.3 Applicant must be aware that for Events where food or beverages are sold, served or otherwise made

available to the public, the Applicant or the food vendor must obtain, within 15 days of the of the Event Date, the necessary health permits and approvals from the Galveston County Health District.

3.4 Applicant must be aware that for "Outdoor Special Events" and other indoor and private events where alcoholic beverages are sold, served or otherwise made available to the public, the Applicant must obtain the proper licensing and training from the Texas Alcoholic Beverage Commission within 15 calendar days of the Event Date. Private events are exempted from this requirement.

3.5 Alcohol Server's Policy

- 3.5.1 Persons serving alcoholic beverages at Events must be aware of applicable portions of the State Alcohol Beverage Regulations.
- 3.5.2 Knowledge of Texas Alcoholic beverage serving regulations is required for all persons serving alcohol to the public. At least one person per booth must have attended an alcoholic beverage server's orientation session of the type offered to volunteer festival workers by the Texas Alcoholic Beverage Commission, or by beer distribution companies, within the year before the Event. Such person(s) must remain at the booth at all times during the Event. Applicants are responsible for ensuring that all persons serving alcohol are aware of and enforce the regulations.
- 3.5.3 A written statement to the Director stating the Applicant will be in compliance with this Section is required.
- 3.6 The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).
- 3.7 If the Event is a Mass Gathering, vehicular or pedestrian beach access points may not be blocked at any time under any circumstances. Emergency and law enforcement vehicles must have unfettered access to any point within the Site.
- 3.8 The Permittee must place signs at the entrances to the Beach advising all attendees at a Mass Gathering that the use and possession of glass containers and products are prohibited on Beaches and that violators will be subject to criminal prosecution.
- 3.9 The Permittee must also place signs at the entrances to the Beach advising all attendees at a Mass Gathering that it is unlawful to drive upon, remove sand from or otherwise disturb any natural or manmade dune on a Beach.
- 3.10 The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of \$10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.
- 3.11 If the Permittee wishes to use lighted Site facilities such as tennis courts, and open-air areas within public parks after normal hours of operation, an electrical fee of \$20.00 per hour, and an overtime rate of \$25.00 per hour will be charged.
- 3.12 If the Permittee wishes to have "Moon Walk Equipment" (NO WATER SLIDES PERMITTED) brought in at their cost to the park, the permittee will be required to coordinate with park staff as to the placement of the equipment and provide liability insurance coverage. The department will assess a \$20 moonwalk fee.
- 3.13 **Outdoor Facilities:** Moonwalks are the only amusement/activity permitted for use at private events. Any and all other amusements are prohibited including, but not limited to: children's rides, amusement rides, dunk tanks, and animal attractions. Events that request amusement/activities that are not a moonwalk require a special rental request application.

Indoor Facilities: No amusements are permitted inside County facilities including, but not limited to: moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions.

- 3.14 The hours of operation of any Mass Gathering shall be limited to 6:00 a.m. through 10:00 p.m. on weekdays and Sundays and 6:00 a.m. through midnight on Saturdays. Refer to Section, 1.14.1 of this policy for the requirements pertaining to the permitting of "Mass Gatherings".
- 3.15 Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation.

4. Criminal Offenses

- 4.1 A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked. The offense is a Class B Misdemeanor. (Natural Resources Code Chapter 61 Subchapter G and Galveston County Commissioners' Court Order of May 6, 2002).
- 4.2 Driving upon, removing sand from or otherwise disturbing any natural or man-made dune on a Beach subjects the violator to civil penalties. (Natural Resources Code §63.181).

5. Fee Schedule

- 5.1 <u>Non-Waiver Policy</u>. Site Reservation User Fees and Set-Up/Break Down Fees guarantee the exclusive use of a Facility or of a Site for a specified period of time. Minimal fees are charged for such use. Accordingly, fees will not be waived; however, a reduction may be approved according to the following guidelines:
 - 5.1.1 Exception for Special Circumstances. On occasion, non-profit corporations, schools or school districts, or other governmental entities have contributed significantly to the development or maintenance of a particular park, to the County's park system in general, or to the Galveston County Community at large. In these situations, the Galveston County Commissioners' Court is authorized to determine whether the benefits derived by the County outweigh revenues that would otherwise be collected for a permit. If such a determination is made, the Galveston County Commissioners' Court may consider reducing a permit fee on a case by case basis. Deposit fees and security requirements will not be waived.
 - 5.1.2 <u>Criteria for Requesting Reduction of a Permit Fee</u>. The criteria for requesting such a reduction are:
 - i) Submit a written request to the Parks and Cultural Services Department at least 90 days before the event:
 - ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year
 - iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
 - iv) Submit background information regarding the organization or agency; (requests to reduce a permit fee for a school and/or district must be a sanctioned event); and
 - v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990. Once all criteria are met, the Parks Department and Cultural Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

- i) Fees may be reduced by up to 80%, but not to exceed a \$1,000.00 reduction in fees.
- ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may charge for goods or services at the event, no admission or gate fee shall be charged.
- iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be recognized on any and all print media, banners, websites and in a place of prominence at event locations during the event. Galveston County reserves the right to place a banner or signage at/in event grounds.
- iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

5.1.4 Gate Fees:

- All events for which the organizers or sponsors charge an admission or gate fee shall pay the County a user fee in the amount of one dollar (\$1) for each person charged a gate or admission fee. The user fee shall be paid upon conclusion of the event, and the County may audit attendance.
- ii) The County, if it determines that the standard use fees are likely to exceed the fee generated from gate or admission charges, may elect to assess the standard use fees in lieu of gate or admission charges. The County shall make any such determination prior to the event.
- 5.1.5 Exception for County Departments. Site Reservation fees may, at the option of the Director, be waived for Departments of the County upon request of the Department's Elected or Appointed Official or Department Head. But other requirements such as security may be enforced depending upon the nature, size and scope of the event.
- 5.1.6 <u>Recurring Use Fee Reduction</u>. For non-profit entities who reserve facilities on a recurring basis, such as monthly or weekly, fee reductions may be approved on an annual basis by the Commissioners Court following these guidelines:
 - i) A deposit of \$250.00 will be made biannually and may be rolled over (if cash) as requested to ensure the protection of the property.
 - ii) All requirements of the Facility Permitting Policy will be followed.
 - Request for recurring use must pose no undue burden to the Parks and Senior Services

 Department, such as additional staff nor displacement of other activities or reservations.
 - iv) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.
 - v) Annual request must be submitted to Director for consideration of fee reduction 60 days before the first date of rental.
 - vi) When above criteria are received and reviewed, Director will make determination of fee reduction up to 25% of regular rental rate.
 - vii) Recurring users will not be permitted to store items permanently in the community centers.
- 5.1.7 <u>Consecutive Year Permits.</u> Whereas non-profits who produce annual events for the enjoyment of the public and to raise funds to support the local community of Galveston County are an important partner in the provision of recreation services to the public, the following conditions apply:
 - Once a non-profit special event has been successfully permitted and operated for three consecutive years, the annual date may be reserved in advance by the Parks and Senior Services Department to secure longevity and success of the event.
 - ii) Deposit and security requirements will not be waived.
 - iii) Fees will be required per the fee schedule and fee reduction policy provisions.

Attendance	Fees (Per Day, Per	Fees (Per Day, Per	Deposit
	Facility)	Facility)	
	Individual/Tax Exempt	Commercial/For Profit	
100 or less			
	\$70	\$140	\$35
101-300 persons	\$145	\$230	\$75
301-500 persons	\$345	\$700	\$200
501-2,000 persons	\$575	\$1,150	\$1,200
2,001-5,000 persons	\$700	\$1,400	\$1,700
5,001 or more persons	\$700	\$1,400	\$2,700
Events with gate/admission or	\$1.00 per person	\$1.00 per person	Use attendance
registration fee	_ ^	- *	to determine

5.2 <u>Fees for Private Outdoor Facility Permits other than Mass Gatherings, Special Events, Company Picnics and Rodeo Arenas.</u> Depending on the Site, facilities may include picnic shelters, outdoor pavilions, and other amenities.

Fees (per day, per facility)	Fees (per day, per facility)
Individual/Tax Exempt	Commercial/For Profit
\$70	\$140

5.2.1 The "Preston E. Poole Therapeutic Garden" is designated as a "Special Use" Outdoor Facility and its use will be restricted to the following events and attendance parameters for the useful life of this structure within Carbide Park.

Attendance	Fees (Per Day)	Fees (Per Day)	
	Individual/Tax Exempt	Commercial/For Profit	
Less than 100 Persons:			
Weddings, Receptions,	\$200	\$350	
etc.			

- 5.2.2 Outdoor facility permit fees charged are per day, per facility for each outdoor event. The per day charge provides "Exclusive Use Rights" for the outdoor facility reserved by the permittee and restricts the reserving of an open air outdoor pavilion to one reservation in the same park for the same location within the particular park where the pavilion is reserved for exclusive day use.
- 5.2.3 After normal hours of operation for indoor facilities, from 10pm-8am and on County holidays (see section 2.14) an overtime rate of \$25.00 per hour will be charged for continued use of the facilities.
- 5.2.4 Private Functions are not required to make a reservation and may use a Site on a first-come, first-served basis. But, since priority will be given to Permitted events, the obtaining of a Permit is advisable to ensure use of the Site desired.
- 5.2.5 If an Event includes a **carnival or circus**, in addition to the normal security deposit, Set Up/Breakdown, Clean-Up fee, and user fees an additional **\$1,500 deposit** will be required.
- 5.3 <u>Fees for Mass Gatherings</u>. Fees for these Permits are based on the number of people projected to be attending determined by the Director. No amenities will be provided by the Department before, during or after the Event. **Moratorium on Mass Gatherings, effective, November 6, 2002**

Number in	User Fee	Deposit
Attendance	(Per Day)	_
201-300 persons	\$600	\$500
301-400 persons	\$800	\$700
401-500 persons	\$1,000	\$900
501 or more persons	\$1,200	\$1,100

5.4 <u>Commercial Photography Fees</u>

- 5.4.1 Filming/Photography Fee All filming or photography requests must be submitted to the Director of Parks & Cultural Services at least 30 days in advance.
- 5.4.2 Any filming or photography requests that require partial or complete shutdown of an any park or beach would be subject to the Open Park Space Permit Fee citied in section 5.7.1; a \$150.00 non-refundable application fee.
- **Boat ramps** and/or their parking lots will not be permitted under "Exclusive Use Rights", except for special circumstances with prior approval by the Director.

5.6 Paranormal Investigation Permits for Fort Travis Seashore Park

- 5.6.1 Paranormal investigations require a "Special Use Permit" (SUP). Certain fees and insurance requirements may apply. Activities may be restricted based on time of year, weather or seasonal conditions during high times of visitor use.
- 5.6.2 Requests for a SUP may be submitted in writing to the Director of Parks & Cultural Services at a minimum of 30 calendar days in advance of the date you are requesting. The request must include: name of group, contact person in charge, address, telephone number, email address, the total number of individuals that will be participating in the investigation, investigation date or dates requested, and arrival and departure time.
- 5.6.3 A group of 1-10 individuals for an overnight permit from 8pm-8am is \$250.00. Each additional person after 10 will be an additional \$25.00. Additional access time may be granted with additional fees.

5.7 Open Park Space Permit Fee:

5.7.1 For those events that are wanting exclusive use of areas that will impact other park users, general park operations, or occur after-hours; such as boy scout/volunteer projects that do not directly benefit Galveston County, wedding ceremonies, scientific research or fieldwork, etc. in parks that are not tied to a facility a \$150.00 non-refundable application fee will be required. Requests for open space permits or service projects should be made 30-days in advance in writing to the Director of Parks & Cultural Services.

Scout Projects/Volunteer Projects:

5.8.1 Galveston County encourages Galveston County Eagle Scouts and is happy to assist in the development of projects. Galveston County Parks & Cultural Services receives numerous requests annually for Eagle Scout volunteer projects. The Department has established the following application process to assist an Eagle Scout candidate contemplating a volunteer project in conjunction with the County.

Please note that the Eagle Scout candidate must allow a minimum of four months to the project completion deadline. The Galveston County does not accept projects with "emergency" deadlines

due to a Scout's impending 18th birthday. Projects exist within the Galveston County's parks and trails and at various County facilities. Eagle Scouts who are interested in pursuing a project with Galveston County Parks & Cultural Services are required to fill out an application form (below) and return it to:

Julie Diaz, Director Galveston County Parks & Cultural Services 4102 Main St. (FM 519) La Marque, TX 77568

Or return the form via email to julie.diaz@co.galveston.tx.us

After the application has been reviewed, the applicant will be called within 10 business days and given the phone number of the appropriate staff member who will act as the contact for the project. The applicant must call the project contact to set up a meeting to discuss the details of the project.

It is recommended that Scouts look around their neighborhoods and identify projects that could be completed. Please select projects that will have a lasting effect on the community and not require a lot of upkeep from the County. Eagle Scout projects are available on a first-come basis through the following means:

Staff Generated Projects - The department staff generates a list of projects every year, which are available to Scouts to take on as their Eagle Award Projects.

Scout-Proposed Projects – Galveston County Parks & Cultural Services welcomes and encourages project proposals from Scouts seeking their Eagle Award. The feasibility of project proposals will be judged on a case-by-case basis to determine whether or not the project is a need or benefits the County and the community, as well as to determine if the project falls within County guidelines.

5.9 Administrative Fee:

5.9.1 A \$30 administrative fee may be applied each time a permit is modified or changed or in the event that a permit is cancelled and a refund check must be issued.

5.10 Indoor Facility Permits or Community/Recreation Building Fees

5.10.1 **Building Room: Capacity 300:** Walter Hall Pavilion (bottom floor), or the Wayne Johnson Community Center (entire main room). Indoor facility rental is for a minimum of three (3) hours.

	Individual/Tax Exempt	Commercial/For Profit	Deposit
User fee, per hour (3 hr.	\$85	\$170	\$500
min)			
Set-Up/Break Down	\$250	\$250	
(optional)			

5.10.2	Building Room: Capacity 75-125: Runge Community Center, Dickinson Community
	Center, Pioneer House, or Bacliff Community Center No minimum hourly requirement.

	er commitment committee in	inininiani no anti i tequinenien
Individual/Tax Exempt	Commercial/For Profit	Deposit

User fee, per hour (no	\$50	\$80	\$250
min.)			
Set-Up/Break Down	\$125	\$125	
(optional)			

5.10.3 **Building Room: Capacity 25-50:** Walter Hall Pavilion upstairs room.. No minimum requirement.

	Individual/Tax Exempt	Commercial/For Profit	Deposit
User fee, per hour (no min.)	\$20	\$40	\$250
Set-Up/Break Down (optional)	\$125	\$125	

5.10.4 A flat fee of \$50 for a PA system and \$10 for a podium will be charged at any facility where a PA system or podium is available.
5.10.5 We are unable to refund for non-usage of additional rental items (stage, podium, PA) unless they were deemed unavailable to rent by Galveston County Parks & Cultural Services.

5.10.6 Jury Assembly Room: Capacity: 250, seated.

All rentals require security. The scheduling of deputies will be coordinated by the Galveston County Sheriff's Office. Deputies are paid \$50.00 an hour. For events will less than 100 persons, two (2) deputies are required; for 100 persons or more, three (3) officers are required.

The cost to rent the Jury Assembly Room is \$85.00 an hour with a three hour minimum. Optional fee: AV/Sound system: \$25.00.

The Jury Assembly Room is available to rent Monday thru Friday from 5pm-10pm, Saturdays and Sundays from 8am-10pm, and is not available on County holidays.

All rentals and payments (including security) must be made a minimum of 30 days in advance.

Alcohol, food or drink is prohibited in the Jury Assembly Room.

RODEO ARENAS:

6. Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds, Covered & Open Air Arenas at Runge Park

- 6.1 The Arena may be reserved under "Exclusive Use Rights", for an hourly rate and deposit.
- 6.2 Groups or individuals wishing to use the Arena and Grounds must schedule their use of the Arena and Grounds with the Galveston County Parks and Cultural Services considering the Fair and Rodeo Associations "Exclusive Use Rights" for the five week period beginning two

weeks preceding the Annual Fair and Rodeo including the two weeks of the event and one week following the event, six other scheduled events (3 day maximum per event) on dates agreed to by both parties (Galveston County Department of Parks & Cultural Services) and the Fair and Rodeo Association and Thursday evenings beginning at 5:00 p.m. during the months of June and July as approved under Section F of the second amendment to the interlocal agreement by inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".

- 6.3 Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted events must schedule such use with the Galveston County Fair and Rodeo Association, which has the "Right of First Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".
 - 6.4 Individuals and small, non-commercial groups may use the Arena for practice riding on a first-come, first-served basis, if the Facility has not already been reserved by another group under "Exclusive Use Rights".
 - 6.5 The Arena will not be available for rental during the following times:
 - The two weeks preceding the annual Galveston County Fair and Rodeo;
 - The two weeks during the Fair and Rodeo;
 - The week following the Fair and Rodeo;
 - From 5 p.m. until closing on Thursday nights in June and July of each year;
 - Closed Wednesday and Thursday each week in June and July;
 - An additional six designated three-day periods each year. These day periods for each year will he determined by March 1st of each year.
 - No rodeos may be scheduled at any Facility in Jack Brooks Park within the 60-day period preceding the beginning of the Galveston County Fair and Rodeo each year.
- 6.7 Reservation Fees will be assessed based on hourly usage. Events charging gate/admission fees will be required to pay a deposit check equal to the amount of the rental. Deposits are fully or partially refundable considering there is no damage to the arena, permit holder does not extend their event past permitted times, trash and litter are disposed of, and the arena is in good or better condition than existed before the event.
- 6.8 The Arena's operating hours are 7:30am to 10pm, daily. Daylight savings 7:30am to 11pm, daily.
- 6.9 The Arena may be reserved under "Exclusive Use Rights". The Director has the discretion to prohibit events that may not be conducive to the arena.
- 6.10 Recognized Holidays & Other Unavailable Dates: Facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, July 4th, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of \$30.00 per hour.
 - 6.11 Additional third party liability insurance coverage for permitted events shall be supplied to the Department of Parks & Cultural Services five (5) business days prior to the start of event in the minimum amount of \$1 million is required for all rodeos, horse shows, 4-H shows, barrel racing, calf roping, team roping, steer wrestling, bull riding, or any other event involving livestock.

- 6.12 Permit Holders are required to furnish the Department proof (certificate of insurance) of insurance coverage insuring the contestants against bodily injury. Rodeo Events Only
- 6.13 The Reservation Fee of \$50 an hour is due at time of reservation. Reservations can be made up to one (1) year in advance but no less than fourteen (14) days.
- 6.14 Events held outside normal arena operating hours will be assessed a \$30 per hour overtime fee during non-regular hours.
- 6.15 Cancellations: Applicant forfeits 100% of the reservation fee if the applicant fails to notify the Parks Office in writing of cancellation of the event fourteen (14) calendar days prior to the scheduled event.
- 6.16: Arena dirt is "as is" unless paid permit is for a minimum of four-hours or a multi-day event.
- 6.17: Restrooms will be re-stocked at the beginning and end of each day for daily rentals and multi-day paid permits.
- 6.18: Lights will be on timers, scheduled to turn off at midnight (12:00am). Lights are not available to be left on once your contract time ends, please plan accordingly.
- 6.19: Security is required for permitted events that have an estimated attendance of 100 or more persons, have alcohol, or events that charge admission/registration fees, have live bands, DJs or amplified music.

7. **OPEN AIR RODEO ARENAS:**

7.1 "Open Air Arenas" are open daily for public ride free of charge.

Definitions

(Rodeo event definitions are based on Professional Rodeo Cowboy Association specifications).

Bareback riding: a rodeo event in which the rider begins with his feet placed above the horse's shoulder. Bareback riding is an eight-second ride during which time the rider must grasp the leather and rawhide rigging with one hand only. He is not allowed to touch the animal, himself, or any of his equipment with his free hand during the ride.

Barrel racing: a timed event, either as part of a rodeo or separate, in which a contestant enters a rodeo at full speed on a sprinting American Quarter Horse and rides a cloverleaf pattern around three barrels in the arena before sprinting back out of the arena.

Bull riding: a rodeo event in which a rider, holding a rigging with only one hand, attempts to stay on a bucking bull for eight seconds. Judging includes good body position, including use of the free arm. Spurring action is not required, but will add to a rider's score. The rider is not allowed to touch the animal, himself, or any of his equipment during the ride.

<u>Calf roping:</u> an event, either as part of a rodeo or separate, in which a calf is given a head start into the arena, with horse and rider giving chase. The contestant ropes the calf, dismounts the horse, catches and flanks the calf, tying three of the calf's legs together with a pigging string he has carried in his teeth. The calf must be standing before the flanking and tying occur. Upon completing the tie, the rider throws his hands into the air, remounts his horse, and allows the rope to go slack. If the calf kicks free within six seconds, the run is invalidated.

<u>Concert:</u> an event at which live, amplified music is performed, whether by solo performers or musical groups, with acoustic, electrical, or recorded accompaniment, or no accompaniment, and whether sponsored by a commercial or non-profit organization or entity.

<u>Cook-off:</u> a judged event at which teams compete against one another to win awards and/or points for cooking specified food items.

<u>Dog show:</u> a competitive event during which dogs are judged on appearance, response to commands, and sometimes athletic prowess to win awards and points for other competitions.

<u>Horse show:</u> any of several equestrian events that could include, but are not limited to Western pleasure, English riding, side-saddle shows or competitions, walking horse exhibitions, dressage, steeple chase, or other jumping events.

Rodeo: a performance featuring such events as calf roping, barrel racing, bull riding, steer roping, and other events.

<u>Saddle bronco riding:</u> a rodeo event in which the rider begins with his feet over the bronc's (bucking horse's) shoulders to give the horse an advantage. Spurring action synchronized with the bronc's bucking, the rider's control, the length of his spurring stroke, and how hard the horse bucks are all judged. The rider may not touch the horse, himself, or any of his equipment with his free hand during the ride. Disqualification also results if either of the rider's feet slips out of its stirrups, if he drops the bronc rein, or if he does not have his feet in the proper position at the beginning of the ride.

<u>Steer roping:</u> a rodeo event, in which the rider lassos a steer around its horns, tosses the slack rope over the steer's right hip and rides to the left, bringing the steer to the ground. When the steer is lying on its side and the rope is taut, the rider dismounts and ties any three of the steer's legs. The steer must remain tied for six seconds after the tie is complete.

<u>Steer wrestling:</u> also known as bulldogging, this is a rodeo event in which the wrestler on horseback starts from behind a barrier, beginning chase after the steer has been given a head start. The bulldogger is assisted by a "hazer", who keeps the steer running in a straight line. When the bulldogger's horse pulls even with the steer, he eases down the right side of the horse, grasps the steer's horns, and digs his heels (the bulldogger's heels, not the steers) into the dirt. The bulldogger turns the steer, lifting up on its right horn and pushing down with his left hand to tip the steer over. He must either bring the steer to a stop or change the direction of its body before the throw or be disqualified. The clock stops when the steer is on its side with all four lets pointing the same direction.

<u>Team roping:</u> an event, either as part of a rodeo or separate, in which a rider (header) charges out of the box on horseback, chases down a fast-racing steer, and ropes him around the neck or executes a horn neck catch. The "header" turns the steer to the left and his teammate, the "heeler", attempts to rope the steer's hind legs. When the steer is secured, the riders face each other on horseback on opposite sides of the steer with no slack in the rope.

Eddie Moore Rodeo Arena - Community Arena Rules

- 1. Arena is closed on Mondays and Thursdays until 3pm for maintenance. Public riding is available after 3pm. If a County holiday falls on a Monday or Thursday, then the arena will be closed the day after the holiday for scheduled maintenance.
- 2. Hours: 7:30am 10:00pm / Daylight Savings Time: 7:30am 11:00pm
- 3. The arena is available for use on a first-come, first-serve basis.
- 4. The arena will be closed to all public use for a permitted reservation, including days prior to the reservation for maintenance.
- 5. The arena is for recreational use only; no lessons or commercial use is permitted without an exclusive use permit.
- 6. After using the arena please remove all trash and close all gates. Please remove all manure and hay in parking lots or on hard surfaces.
- 7. No loose horses and no "turn-out" of horses are allowed in the arena.
- 8. No hay is allowed in the arena.

- 9. Please do not tie horses to the arena railing; please place them in a pen.
- 10. There are some usages which have to be exclusive by nature of the use, because no one else can safely use the arena and therefore a permit is required.
- 11. Glass containers, alcoholic beverages and tobacco products are not allowed in the arena. Galveston County is 100% tobacco-free.
- 12. Motorized vehicles, including ATV's, are NOT allowed in the arena.
- 13. Adult supervision is recommended for riders under 18 years of age.
- 14. Helmets and other protective riding equipment are recommended.
- 15. The arena may be closed without advance notice if conditions are unsafe.
- 16. Dogs (service animals are exempt) are not allowed in the arena unless by approved permitted reservation. Dogs on County property must be on a leash or contained.
- 17. County staff reserves the right to ask any individual or animal to leave the premises for any disruptive, dangerous or unsafe behavior.
- 18. It is your responsibility to make sure that your animal has necessary vaccinations. This is a public facility with many animals on the grounds each day.

Please report violations of the above Arena Rules or unsafe conditions to 409-934-8101, Monday-Friday from 8:00am-5:00pm. For issues after-hours, please call the Galveston County Sheriff Department Dispatch at (409) 766-2322.

8. Athletic Field/Outdoor Recreation Space Use & Fee Policy

Purpose: There is a demonstrated dramatic increase in adult and youth sports participation and demand for field space. The high demand for use, expectation of field quality and amenities, repairs, and equipment/supplies have increased the amount of indirect expenses associated with these areas. In addition, administrative costs of scheduling, wear and tear, and maintenance, places an increased need for rental revenue to be earmarked for the park the revenue is generated from.

8.1 Athletic Field List

- Bayshore Park Baseball Field
- Elva Lobit Baseball Field
- Jack Brooks Park Baseball Fields (3)
- La Salle Park Baseball Field
- Ray Holbrook Park Softball Fields (4)
- Runge Park Baseball Fields (4)

Outdoor Recreation Space List

- Carbide Park Football Field, Tennis Courts (2) and Basketball Court
- Elva Lobit Soccer Fields A, B, & C
- Jack Brooks Park Archery Range, Soccer Fields, Model Airplane Flying Field, Disc/Frisbee Golf Course, Mountain Bike Trails and Tennis Courts (2)
- Walter Hall Park Soccer Field, Football Field and Tennis Court

8.2 Field Scheduling/Priority Use Order

- 1) County
- 2) User Group Contract/Agreements
- 3) All other requests

8.3 Fees

User Group Contract/Agreements

Fees (per day)	Without Lights	With Lights
Athletic Field	\$8.00	\$15.00
Outdoor Recreation Space	\$15.00	\$25.00

All Other Requestors

Fees (per day)	Deposit	Without Lights
Athletic Field	\$100.00	\$25.00
Outdoor Recreation Space	\$100.00	\$25.00
Tournament	Special Event Policy, Application and Fees apply	

<u>8.4 Tournament:</u> A tournament is defined as a sporting competition in which contestants play a series of games to determine an overall winner.

8.5 Deposits

Deposits are required from requestors that do not have a contract/agreement with the County and can remain on file January thru December of a calendar year. You will be charged for any damages, loss of keys and time spent for clean up by our staff, if required. The charges will be deducted from your deposit. Galveston County reserves the right to make adjustments in these fees as necessary. Damages over and above your deposit fee will be charge to the group and/or contact person named on the application.

8.6 Certificate of Insurance

Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance
 certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the
 event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

• Insurance is to be placed with insurers having a Best rating of no less than A.

- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

8.7 Rules and Regulations

- Groups are asked to report and damages, dangerous situations, vandalism or inconveniences you observe during your use of the site to Galveston County Parks at 409-934-8100.
- Parks are reserved as-is. No special requests for mowing, maintenance or additional services will be provided.
- Reservations must be made by those 18 and older.
- All approved permits must be available during permitted use and presented to any staff member upon request.
- Permits may be revoked for failure to follow rules and regulations or in the event that the intended use is not as an athletic facility.
- Park hours are 7:30am to 10:00pm. Field lights should be shut off no later than 10:00pm, daily.
- Field use begins and ends at the time specified on the permit and you are required to exit the field and have adjacent areas cleaned at the ending time indicated on the permit.
- Permit is for the designated athletic/outdoor recreation space only. All other park attractions and facilities must remain open to the public.
- Selling of food of other items is not allowed without approval from the Parks & Cultural Services Department. Fields with concession stands and user contracts/agreements have first right of refusal on concession sales.
- Portable goals and/or markers are allowed but must be removed daily. Placement of portable goals must be approved by park personnel.
- No stakes, posts, poles or markers are allowed to be driven into a field surface without prior parks personnel approval.
- No glass containers.
- All pets must be on a leash and restrained by the owner. Pet owners are responsible for picking up and disposing of their pet's feces into designated trash receptacles.
- No golf of any kind is permitted on athletic/outdoor recreation space.
- Fees may not be charged for entrance to a County-owned parking lot.

8.8 Equipment

• Rentals do not include any equipment (i.e. bases, pitching mounds, goals, etc.)

8.9 Inclement Weather

• Galveston County reserves the right to cancel permits due to inclement weather. In the event that your permit is canceled by Galveston County, you can reschedule for another date or receive a full refund.

8.10 Cancellation Policy

• All cancellations are subject to a \$5.00 non-refundable fee. For any cancellations made less than ten (10) business days prior to the event/activity, the entire fee is forfeited.

9. Commercial Use of Park Facilities Policy & Fees

Galveston County has experienced a growing demand for use of park facilities for commercial purposes including fitness classes, boot camps, sports instruction and food trucks (mobile food and beverage vendors). In order to effectively manage the commercial use of park facilities, the Parks & Cultural Services Department has established a Commercial Use of Park Facilities Policy and Fees. The goal of this policy is to promote successful partnerships between public park users and commercial entities, while ensuring the safety of all. This policy and fees have been approved by the Galveston County Commissioners' Court.

Commercial use includes anyone who sells food or beverage in a Galveston County park that is not part of a permitted public/special event; and anyone who offers education or instruction for which a fee is collected by the organizer, producer or sponsor. Commercial use purposes include, but are not limited to, exercise classes, fitness boot camps, instructional classes, dog training, tennis instruction, horseback riding instruction, personal training, organized camps/sport camps, mobile food or beverage vendors, etc. The individual/business/organization may not operate in any county owned park until a commercial use permit is issued.

- 9.1 How to Obtain a Commercial Use Permit: Your request(s) will be reviewed by the department and may take up to 30 days for the review process. Please submit your applications at the beginning of each calendar year.
 - 1) Contact the Parks & Cultural Services Department at <u>program-info@co.galveston.tx.us</u> or call 409-934-8100 to request an application.
 - 2) Complete the application and submit required documentation listed below no later than 45 days prior to the start of the proposed program first class date. Incomplete applications will not be considered.
 - -The following items are also required at the time your application is submitted:
 - \$25 non-refundable application fee, per application
 - \$100 refundable deposit, per application (cashier's check or money order only)
 - Certificate of general liability insurance see specific insurance requirements below
 - -Any non-food/beverage vendor must submit a program advertisement/flyer, a description of registration procedures, and website address, if applicable.
 - -Mobile food/beverage vendors must submit two photos of their unit, proof of automobile insurance, along with a copy of their Galveston County health permit for mobile food vendors. More information can be found at: http://www.gchd.org/ech/Mobileop.htm
 - 3) Applications will be reviewed and either approved, denied, or sent back to the applicant for additional information within 30 days.
 - 4) Once approved, applicants will be invoiced for the first month's operating fee. Once the fee has been received, a permit will be issued within three (3) business days. Applicants must obtain their permit prior to conducting commercial business in a county park. Fees will not be pro-rated.

9.2 Approved Park Locations/Sundays not permitted

The parks below have been identified as permitted locations for approved commercial use activities. Areas specifically dedicated to a use that would reasonably conflict with any approved activities are excluded (i.e. holding fitness classes in an area designated as a children's play area is not appropriate). Commercial use permits will be issued Monday-Saturday and exclude Sundays.

- Bayshore Park, 5437 East FM 646, Bacliff, TX 77518
- Carbide Park, 4102 Main Street, La Marque, TX 77568
- Gregory Park, 2292 State Highway 87, Crystal Beach, TX 77650
- Elva Lobit Park, 1901 E. FM 646, League City, TX 77573 (mobile food/beverage vendors prohibited)
- Fort Travis Seashore Park, 900 State Highway 87, Port Bolivar, TX 77650
- Jack Brooks Park, 10100 State Highway 6, Hitchcock, TX (mobile food/beverage vendors prohibited)
- Noble Carl Park, 1760 State Highway 87, Crystal Beach, TX 77650
- Paul Hopkins Park, 1000 FM 517, Dickinson, TX 77539 (excludes November, December and January)
- Ray Holbrook, 2545 Owens, Dickinson, TX 77539 (mobile food/beverages vendors prohibited)
- Runge Park, 4605 Peck Avenue, Santa Fe, TX 77510 (mobile food/beverage vendors prohibited)
- Walter Hall Park, 807 Highway 3 North, League City, TX 77573

9.3 Terms:

The Permit Holder agrees to operate for a minimum of six months, consecutively. In the event that the permit is terminated before the six month requirement, the security/damage deposit will be retained.

Fees*:

Application and permit fees are non-refundable.

Application fee \$25.00, per park
Monthly operating fee \$50.00, per park
*Walter Hall monthly operating fee \$100.00
Permit Amendment fee, per amendment \$75.00, per park

9.4 Deposits

A security or damage deposit of \$100.00 for each park application is due at the time the permit is issued. This must be in the form of a certified check or money order.

9.5 Permit Cancellation/Refund of Deposit Checks

Galveston County reserves the right to cancel your permit at any time. In the event that the commercial use Permit Holder would like to cancel their permit, notification of the cancellation must in writing and postmarked by the 15th of the current month in order to cancel the permit for the following month (i.e. letter postmarked January 15th would cancel your February permit; letter postmarked on January 16th would cancel your permit March 1st). Written notification must be sent by mail, email or fax to:

Galveston County Department of Parks & Cultural Services

Attn: Commercial Use Permits 4102 Main Street (FM 519) La Marque, TX 77568

program-info@co.galveston.tx.us

Fax: 409-621-7986

^{*}Fees will not be pro-rated.

Commercial use Permit Holders who are in good standing (not delinquent on monthly operating fee payments, who have met their six month commitment, who have returned their permit sign, and who have repaired any damage to the LAND/FACILITIES caused by the Permit Holder) will receive a refund of their deposit check.

9.6 Application/Permit Amendments

Any amendment or change to your original application(s) will be charged a \$75.00 fee, per amendment. An example of an application amendment includes but is not limited to: adding a day of the week for instruction or food sales, changing class times, etc. Application amendments must be requested by the 15th of the month to go into effect once approved on the 1st of the following month.

9.7 Limited Commercial Use Days Due to Public/Special Events

Event organizers are able to obtain permits to host public special events in county parks; therefore, on days where a public special event is scheduled 60 days or more in advance, commercial use permits will not be issued.

9.8 Certificate of Insurance

A Certificate of Insurance, as well as proof of liability naming the County of Galveston as additional insured is required. All certificates must name Galveston County as the certificate holder (722 Moody, Galveston, TX 77550) and must be date and site specific. Applicant agrees to maintain insurance coverage throughout the permit term.

Limits of Coverage:

Each Occurrence \$300,000.00 Bodily Injury \$100,000.00/person Property Damage \$100,000.00

9.9 Reporting

Commercial Permit Holders will be required to submit a financial report and participant demographics every six months. A reporting form will be provided by Galveston County Parks & Cultural Services Department.

9.10 Rules and Regulations

- Any misrepresentation in application materials or deviation from the final permit conditions may result in immediate revocation of the permit, suspension of the event, and possible loss of privilege to conduct business in the future on Galveston County park property.
- To the extent of any conflict between commercial activities and other park activities authorized, the County reserves the right to adjust the uses authorized.
- Permits cannot be transferred.
- Commercial permit signs and permit number must be displayed during permitting times using the approved sign provided by the Galveston County Parks & Cultural Services Department.
- Galveston County Parks reserves the right to restrict the number of participants for any commercial permit.
- Commercial vendor permits are limited to three hours, per day, per park.
- Permit Holders shall not interrupt existing use of an area by the general public and the public must always have access to park entrances. Blocking of public access is prohibited.
- Galveston County's maintenance, programs and special events will have priority usage of park areas.
- Park use is conditional based on maintenance schedules and weather conditions.
- Advertising and marketing of any kind is prohibited in county owned parks/facilities (including but not limited to: coroplast signs, flags, banners).
- Groups are asked to report and damages, dangerous situations, vandalism or inconveniences you observe during your use of the site to Galveston County Parks at 409-934-8100.

- The use of any trees, pavilions, fencing, or permanent structures, including playgrounds and county owned equipment is strictly prohibited (i.e. tying off exercise equipment).
- All approved permits and photo ID must be available during permitted use and presented to any staff member/law enforcement officer upon request. In the event that a substitute will utilize the permit, you must notify the Parks Office at 409-934-8100. Voice mail messages are acceptable.
- Park hours are 7:30am to 10:00pm. Requests for earlier entry must be approved by Parks Director.
- Permit Holder shall advise Permit Holder's employees/staff/participants/volunteers of the rules and regulations to ensure that all activities under the permit are in compliance.
- If the Permit Holder or any agents or customer/client of the Permit Holder damages park property, the County may retain the deposit to offset the damages in addition or pursuing other legal remedies available.
- The spraying or marking of any area is prohibited. Use of cones and sidewalk chalk is permissible.
- No glass containers are allowed in county parks.
- Solicitation of the public or other park users is prohibited.

9.11 In addition to the specific rules and regulations established for commercial use permits, applicant acknowledges that each park and permit is subject to general park rules and regulations that currently exist. Rules and regulations may be adopted or amended by the Galveston County Commissioners' Court at any time and applicant agrees to abide by these rules

and

regulations.

Commercial Use Permit Holder's Liability to the COUNTY or Third Parties. Permit Holder is responsible, under under state and federal law, as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property caused by the wrongful or negligent acts or omissions of Permit Holder employees or officers acting within the scope of their employment or office. Permit Holder agrees to return the property to the COUNTY in substantially the same condition it was in prior to Permit Holder's entry upon the LAND/FACILITIES, unless otherwise agreed upon. Permit Holder may make repairs to the LAND/FACILITIES that would return it to the COUNTY in substantially the same condition that existed at the start of the permit. The right to make repairs should not be construed as a modification of Permit Holder's rights and obligations under applicable law. The COUNTY or injured third parties may recover losses caused as a result of Permit Holder's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by Permit Holder using other means. In no case will Permit Holder's liability exceed that allowable under applicable law.

COUNTY Liability to Permit Holder. The COUNTY is not liable to Permit Holder for damage or destruction of Permit Holder's property or equipment, or injury or death of Permit Holder's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for Permit Holder's contemplated use. Permit Holder's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. Permit Holder acknowledges that these premises covered by this license may contain hazardous conditions.

Contract Damages to Property. The COUNTY agrees to notify Permit Holder of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the term of the permit. Failure to notify Permit Holder within the ten (10) days constitutes a waiver of such damage claim. Permit Holder agrees to negotiate a settlement within fifteen (15) days of notification of damage.

Galveston County Department of Parks and Cultural Services Facility Permitting Policy

Policy Amended: August 2, 2016

In effect: August 3, 2016

In keeping with our mission, it is our desire that every event scheduled at a county park facility be successful and safe. To facilitate this goal, the Galveston County Commissioners Court adopts the following policies and procedures on behalf of Galveston County. The County's Department of Parks and Cultural Services will implement them.

1. **Definitions**

- 1.1 <u>Alcoholic Beverages:</u> The only types of alcohol that may be consumed for private functions in County Park Facilities are wine, beer, and champagne.
- 1.2 <u>Amplified Music:</u> Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music. Amplified sound and equipment is prohibited for outdoor facility reservations. Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i.e. small portable stereo).
- 1.3 <u>Beach:</u> means state owned beaches to which the public has the right of ingress and egress bordering on the seaward shore of the Gulf of Mexico or any larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico if the public has acquired a right of use or easement to or over the area by prescription, dedication, or has retained a right by virtue of continuous right in the public.
- 1.4 <u>Commercial fees:</u> are those fees that apply to all activities conducted for a commercial or for-profit legal entity wherein items are sold or fees are charged for admission, participation, or registration.
- 1.5 Department: means the Galveston County Department of Parks and Cultural Services.
- 1.6 <u>Deposit:</u> is the amount of money tendered that is designed to reimburse the County for possible damages/clean-up to a Site or Facility. Deposits are fully or partially refundable upon clean-up conditions being met. Should the deposited amount not be sufficient, additional monies will be required.
- 1.7 <u>Set-Up/Break Down Charge:</u> is the amount of money charged to reimburse the County for the cost of labor hours required to make a Facility ready (tables and chairs, etc.) for an event and to restore the Facility to its original pre-rental/reservation state upon completion of the event.
- 1.8 <u>Director:</u> means the current Director of the Galveston County Parks and Cultural Services or their designee.
- 1.9 <u>Teen Youth Party:</u> means an organized event with two or more participants of the age of seventeen or under where chaperone(s) are required and admission fees are charged.
- 1.10 <u>Chaperone:</u> is **a person age 21 or older** who accompanies **teen youth age eighteen or under** at social gatherings to ensure proper behavior and/or one delegated to ensure proper behavior.
- 1.11 <u>Curfew:</u> is a regulation to govern the Youth Parties usage of the county park facilities within municipal jurisdictions established curfew ordinances.
- 1.12 <u>Facility Use Agreement/Application:</u> a written promise evidenced by a signed document ("Facility Use Agreement/Application") by applicant for facility reservation by which applicant agrees to the regulations established by the County Department of Parks and Cultural Services for use of a facility as listed in the agreement.

- 1.13 Public/Special Event/Company Picnic Permit Application: a series of forms ("Application and Request For Special Event Permit, Special Event Security Plan, Requirements and Attractions and Special Event Contract") to be completed and signed by the individual or group requesting a reservation/permit for a special event (Concert, Wedding, Fair, Fun Run, Picnic, Rally, etc.) to be held at a facility and/or including the grounds associated with the facility or for events that exceed facility capacities, or are requesting special accommodations.
- 1.14 <u>Facility Data Report:</u> a form ("Facility Data Report") executed by and between the Permit Holder and the Department of Parks and Cultural Services operations personnel (Park Maintenance Worker, Park Aide, Seasonal Park Aide, District Supervisor, and/or Park Operations/Trades Manager), which establishes and documents the pre-rental reservation and post-rental reservation condition of a facility including facility grounds if applicable.

1.15 Events:

- 1.15.1 <u>Mass Gatherings:</u> a gathering that attracts or is expected to attract more than 200 individuals on any Beach in the unincorporated area of Galveston County who will remain at the location for more than two continuous hours. **Moratorium on Mass Gatherings, effective, November 6, 2002.**
- 1.15.2 <u>Public Events:</u> activities such as rodeos, festivals, religious revivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged.
- 1.15.3 <u>Special Events, a.k.a. Walk-A-Thons, Company Picnics, Fun Runs and Races:</u> that are usually closed to the general public, but open to registered participants of a particular group.
- 1.16 Outdoor Facility: is a park pavilion, gazebo, covered barbecue site, therapeutic garden, athletic field, bunker, rodeo arena, or other similar structure within a Site. Indoor Facility: is the Bacliff Community Center, concession stands, Dickinson Community Center, Jury Assembly Room, Pioneer House, Runge Community Center, Walter Hall Banquet Facility (upstairs and downstairs) and the Wayne Johnson Community Center.
- 1.17 <u>Individual, non-profit, or tax exempt fees:</u> apply to organizations recognized by Texas State Law as tax exempt. Such organizations must be in existence exclusively for one or more specifically exempt purpose(s) at the time of application for permit.
- 1.18 <u>Permittee:</u> means a permit holder. The "Permit Holder" must be twenty-one years of age or older (=> 21 Years of Age) in order to be allowed to reserve and/or permit a county facility and/or site.
- 1.19 <u>Person:</u> means an individual, group of individuals, firm, corporation, partnership or association.
- 1.20 <u>Policy:</u> means this Facility Permitting Policy.
- 1.21 <u>Private Functions:</u> small picnics, weddings, birthday parties, family reunions, churches, etc. that are closed to the public and are usually held or sponsored by private citizens, churches, or class/family reunions.
- 1.22 Promote: includes organize, manage, finance or hold.
- 1.23 Promoter: means a person who promotes a Mass Gathering.
- 1.24 Site: is the area (park, center, Beach, public pavilion, etc.) reserved for an event.
- 1.25 <u>Site reservation (user) fees:</u> are fees paid to reserve a Site. They are not deposits and are therefore not refundable except as specified regarding timely cancellations.

1.26 <u>Walk-a-thons, fun runs, and races:</u> are any type of race, walk or similar event in which participants use a portion of parkland to begin and/or end the Event. All such events will be assessed a deposit and a reservation fee in accordance with the Site and Event reservations fee policy.

2. Scheduling Events or Private Functions (INDOORS AND OUTDOORS)

2. 1 <u>For Private Outdoor Functions</u>, applicants for permits must complete a Facility Use Agreement/Application. The completed Facility Use Agreement/Application, Facility Deposit (if applicable), and User Fee payments must be submitted to the Parks Administrative Office at a minimum of seven (7) days in advance of the reservation date. <u>For Private Indoor Functions</u>, the completed Facility Use Agreement/Application, Deposit, and User Fee payments must be submitted to the Permit Office at a minimum of 30 days in advance of the reservation date.

For private outdoor facility rentals, the Applicant forfeits 100% of the assessed User Fee if the applicant fails to notify the Parks Office in writing of cancellation of the event seven (7) calendar days prior to the scheduled event unless the applicant is granted a full or partial refund under the requirements below.

For private indoor facility rentals, public events, special events and company picnics, the Applicant forfeits 100% of the assessed User Fee if the applicant fails to notify the Permit Office in writing of cancellation of the event, 30-calendar days prior to the scheduled event. Should the assessed User Fee still be outstanding at the time of cancellation, 100% of the Deposit will be retained.

Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen event (i.e. deaths, sudden illness, loss of employment) or "Acts of God" (i.e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled.

- A person may not promote a Mass Gathering without a permit being first issued by the Department.
 "Mass Gatherings" are subject to a MORATORIUM effective, November 6, 2002. Refer to Section 1.15.1 of this policy for permitting authority for "Mass Gatherings".
- 2.3 <u>Indoor Special Events or Private Functions</u> <u>ADDITIONAL HOURS</u>: Permittee will be charged "Additional Hours" to accommodate public events, special events, or private events held in an indoor facility (i.e., Community Center, Indoor Pavilion) when the Permittees contracted Caterer, Wedding Planner, etc. arrives to set up for the event prior to the scheduled reservation time for the start of the permitted event. This fee will be based upon the normal extra hours charge fee for the particular indoor facility.
 - 2.3.1 **Indoor Facility Usage** is billed by the hour. Facilities will only be open at the times specified on the contract and paid for. Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event. Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation. If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed. If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed. County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened.
- Applicant requesting a facility reservation for an outdoor amenity and/or grounds area cannot reserve the outdoor facility (i.e., picnic shelter, outdoor pavilion, Barbeque (BBQ) Hut and/or grounds) if the reservation request is made less than seven (7) calendar days prior to the event date being requested by the applicant, however special accommodations can be addressed. Please call 409-934-8100, M-F from 8:00am-5:00pm to check availability.

- 2.5 For **Public, Special Events and Company Picnics**, applicants for permits must submit a "Special Event Reservation/Application" Form. The completed "Special Event Reservation/Application Form" must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than two years in advance. Deposit payments are due within 30 days of the day that the reservation is made. The Applicant will be required to pay 100% of the required Site Reservation User Fees, and other Fees as determined by the Permit Office as being applicable to the special event, thirty (30) calendar days prior to the event date unless the applicant is granted a full or partial refund under the requirements of section 2.1 or the event is categorized under section 5.1.4 "Gate Fees". Gate fee applicants shall pay required fees at the conclusion of their event.
 - No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location.
- 2.6 Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. But no reservation for a private event can be made more than twelve months in advance. Public, special events and company picnics can make reservations up to 24 months in advance. To reserve a Site or a Facility for a private event a year (twelve months) in advance, the applicant should contact the Permit Office on the first business day of the month that is twelve months before the proposed event. Personal appearances are preferred to phone calls. Should two or more persons arrive at the Permit Office at 8:00am to rent a facility, there will be a drawing (one person from each party with each name written on a piece of paper) to determine who will be eligible to rent the facility.
- 2.7 All Reservation Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.
- 2.8 Facility and/or User Reservation Fees for both indoor and outdoor facilities and/or grounds are to be paid by Cash, Personal Check, Cashier's Check, Money Order and if applicable by Credit Card (Visa, MasterCard, Discover, etc.) made payable to the Galveston County Parks & Cultural Services Department. Personal checks are only accepted more than 30 calendar days in advance of a reservation. If less than 30 days, cash, cashier's check, money order, or credit card payment is required. Facility Deposit fees must be paid by Cashier's Check or Money Order only.
- 2.9 For events without a Deposit on file, following the conclusion of the Event if the Facility, Grounds or Beach or Dunes located on the Beach area are damaged or if the Facility, Grounds or Beach or Dunes area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay Department. If a dispute arises out of or relates to the breach of such charges as are assessed by the this Agreement, and if the dispute cannot be resolved through negotiation, then the County and Permitee agree to submit the dispute to mediation. In the event that the County or Permitee desire to mediate any dispute, that party shall notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the request to mediate, the parties shall attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may make a written demand for binding arbitration by an impartial and unbiased arbitrator. Mediation is a condition precedent for the filing of suit by the aggrieved party. The demand for arbitration must describe the dispute and the factual basis for the dispute in reasonable detail. The parties may agree, in writing, to appoint an impartial and unbiased arbitrator to hear the dispute. In the event that the parties are unable to agree on the appointment of an arbitrator, either party may file suit in either the county court-at-law or the district court of Galveston County to request appointment by the court of an impartial and unbiased arbitrator to hear the dispute and a referral of the case to the appointed arbitrator to conduct a binding arbitration. The arbitration shall be conducted according the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association which are in effect on the date of the demand for arbitration is received by a party, except to the extent of a conflict with this Agreement.

For Indoor Facility Rentals, all or part of the deposit may be refunded, depending on the condition in which the facility or areas surrounding the facility are left as reported on the Facility Data Report (FDR). If the facility or grounds are damaged, not thoroughly cleaned, hours on the permit are not adhered to, (this list is not meant to be all inclusive or limiting), all or part of the deposit will be retained. Deposits are able to be picked-up in person at the Parks Administrative Offices within five (5) business days, following the conclusion of the event. Unfortunately, deposits are not able to be mailed.

- 2.10 Cleaning and Trash For Indoor Facility Rentals: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for <u>trash only</u>. County staff will inspect the facility immediately following the event. If the facility is not satisfactorily cleaned, Section 2.9 will apply.
- 2.11 Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

2.12 Teen Youth Party:

a. Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party.

b. All "Teen Youth Parties" as defined by this facility permitting policy will be accompanied by a minimum of three (3) chaperones (adults) based upon the number of youth attending and a fee is being charged for admission; in addition the chaperone(s) must sign a written agreement (i.e. Facility Data Report "FDR" acknowledging that the chaperone(s) will be in attendance throughout duration of the youth party where entrance into the event is open to the general public and not restricted to private use and/or attendance.

- 2.13 Security for Teen Youth Party: Security for Teen Youth Parties is required, please refer to section 3.2
- 2.14 Indoor events will not be permitted beyond twelve A.M. (Midnight) Monday through Sunday with the exception that those "Events" falling into the category of "Special Events" and requiring the completion of a "Special Events Application". Special Events will be reviewed for permitting on a case-by-case basis and is subject to the approval of the Director. Outdoor event permits are subject to park hours/curfew.

2.15 **County Holidays**:

Indoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Year's Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of \$25.00 per hour.

Outdoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays. County holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject

to change.

2.16 **Decorations**:

Outdoor Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time. Staples, tacks, or nails may not be used. Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited. Only birdseed and bubbles are permitted outside.

Indoor Decorations: No decorations may be applied to the walls, ceilings or windows at any time. Staples, tacks, or nails may not be used in facilities. Candles, bubbles, sparklers, piñatas, rice, birdseed, confetti, silly string, smoke, fog machines and glitter are strictly prohibited inside of facility. Only birdseed and bubbles are permitted outside. No powdered materials are allowed on the floors in any facility. If fire alarm is set-off accidentally due to the above, the deposit will be retained.

2.17 Permit Modifications for Indoor/Outdoor Facilities:

Any changes or modifications in the scope of the permit (including security) must be **finalized 30** calendar days in advance for indoor facility rentals and seven (7) calendar days in advance for outdoor facility rentals and a \$30 administrative fee may apply each time a modification is made.

2.18 **Refunds/Credits for Inclement Weather for Outdoor Facilities**:

Inclement weather: In the event of inclement weather on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date. Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer.

3. General Requirements

3.1 Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.
 - 3.2 Uniformed "Texas Commission on Law Enforcement Officers Standards and Education" (TCLEOSE) certified Peace Officers, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within Galveston County are required for any Public, Special or Company Picnic with alcohol or an estimated attendance of 100 or more, any Mass Gathering, or a Private Event with an estimated attendance of 100 or more, a private event in which alcohol is present, or an event with admission fees, live bands, and DJs or amplified music. Such Peace Officers must also be present at any Public Event, Special Event, or Private Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. The Jury Assembly Room has specific security requirements; see section 5.10.7 for more information.

The Minimum number of Peace Officers required at a Private Event, a Public Event or a Special Event with alcohol is two for the first 100 people in attendance; of the two required Peace Officers **one must be a TCLEOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable,** and one additional officer for each additional 100 people in attendance will be required. The Park Patrol Security Supervisor may require additional peace officers if, in their opinion, it appears such additional officers are warranted.

Arrangements for such Peace Officers must, in normal circumstances, **must be made through the Department's Park Patrol Security Supervisor**, a minimum of 30 calendar days in advance. But, should the Park Patrol Security Supervisor determine such additional Peace Officers are required; he will notify the applicant within 24 hours of such determination and the applicant will be required to immediately arrange for such additional officers. It is the Applicant's responsibility to make arrangements for adequate Peace Officers to help ensure the safety of the public attending the Public Event, Special Event or Private Event.

To arrange for peace officers to handle event security, contact the Park Patrol Security Supervisor during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday of each normal work week. The Park Patrol Security Supervisor contact telephone number is (409) 934-8122 or alternatively the applicant can contact the Park Patrol Security Supervisor through his county issued cell phone number at (409) 771-5855, during the hours of Monday through Friday between 8:00 a.m. and 5:00 p.m.

3.3 Applicant must be aware that for Events where food or beverages are sold, served or otherwise made

available to the public, the Applicant or the food vendor must obtain, within 15 days of the of the Event Date, the necessary health permits and approvals from the Galveston County Health District.

3.4 Applicant must be aware that for "Outdoor Special Events" and other indoor and private events where alcoholic beverages are sold, served or otherwise made available to the public, the Applicant must obtain the proper licensing and training from the Texas Alcoholic Beverage Commission within 15 calendar days of the Event Date. Private events are exempted from this requirement.

3.5 Alcohol Server's Policy

- 3.5.1 Persons serving alcoholic beverages at Events must be aware of applicable portions of the State Alcohol Beverage Regulations.
- 3.5.2 Knowledge of Texas Alcoholic beverage serving regulations is required for all persons serving alcohol to the public. At least one person per booth must have attended an alcoholic beverage server's orientation session of the type offered to volunteer festival workers by the Texas Alcoholic Beverage Commission, or by beer distribution companies, within the year before the Event. Such person(s) must remain at the booth at all times during the Event. Applicants are responsible for ensuring that all persons serving alcohol are aware of and enforce the regulations.
- 3.5.3 A written statement to the Director stating the Applicant will be in compliance with this Section is required.
- 3.6 The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).
- 3.7 If the Event is a Mass Gathering, vehicular or pedestrian beach access points may not be blocked at any time under any circumstances. Emergency and law enforcement vehicles must have unfettered access to any point within the Site.
- 3.8 The Permittee must place signs at the entrances to the Beach advising all attendees at a Mass Gathering that the use and possession of glass containers and products are prohibited on Beaches and that violators will be subject to criminal prosecution.
- 3.9 The Permittee must also place signs at the entrances to the Beach advising all attendees at a Mass Gathering that it is unlawful to drive upon, remove sand from or otherwise disturb any natural or manmade dune on a Beach.
- 3.10 The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of \$10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.
- 3.11 If the Permittee wishes to use lighted Site facilities such as tennis courts, and open-air areas within public parks after normal hours of operation, an electrical fee of \$20.00 per hour, and an overtime rate of \$25.00 per hour will be charged.
- 3.12 If the Permittee wishes to have "Moon Walk Equipment" (NO WATER SLIDES PERMITTED) brought in at their cost to the park, the permittee will be required to coordinate with park staff as to the placement of the equipment and provide liability insurance coverage. The department will assess a \$20 moonwalk fee.
- 3.13 **Outdoor Facilities:** Moonwalks are the only amusement/activity permitted for use at private events. Any and all other amusements are prohibited including, but not limited to: children's rides, amusement rides, dunk tanks, and animal attractions. Events that request amusement/activities that are not a moonwalk require a special rental request application.

Indoor Facilities: No amusements are permitted inside County facilities including, but not limited to: moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions.

- 3.14 The hours of operation of any Mass Gathering shall be limited to 6:00 a.m. through 10:00 p.m. on weekdays and Sundays and 6:00 a.m. through midnight on Saturdays. Refer to Section, 1.14.1 of this policy for the requirements pertaining to the permitting of "Mass Gatherings".
- 3.15 Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation.

4. Criminal Offenses

- 4.1 A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked. The offense is a Class B Misdemeanor. (Natural Resources Code Chapter 61 Subchapter G and Galveston County Commissioners' Court Order of May 6, 2002).
- 4.2 Driving upon, removing sand from or otherwise disturbing any natural or man-made dune on a Beach subjects the violator to civil penalties. (Natural Resources Code §63.181).

5. Fee Schedule

- 5.1 <u>Non-Waiver Policy</u>. Site Reservation User Fees and Set-Up/Break Down Fees guarantee the exclusive use of a Facility or of a Site for a specified period of time. Minimal fees are charged for such use. Accordingly, fees will not be waived; however, a reduction may be approved according to the following guidelines:
 - 5.1.1 Exception for Special Circumstances. On occasion, non-profit corporations, schools or school districts, or other governmental entities have contributed significantly to the development or maintenance of a particular park, to the County's park system in general, or to the Galveston County Community at large. In these situations, the Galveston County Commissioners' Court is authorized to determine whether the benefits derived by the County outweigh revenues that would otherwise be collected for a permit. If such a determination is made, the Galveston County Commissioners' Court may consider reducing a permit fee on a case by case basis. Deposit fees and security requirements will not be waived.
 - 5.1.2 <u>Criteria for Requesting Reduction of a Permit Fee</u>. The criteria for requesting such a reduction are:
 - i) Submit a written request to the Parks and Cultural Services Department at least 90 days before the event:
 - ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year
 - iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
 - iv) Submit background information regarding the organization or agency; (requests to reduce a permit fee for a school and/or district must be a sanctioned event); and
 - v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990. Once all criteria are met, the Parks Department and Cultural Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

- i) Fees may be reduced by up to 80%, but not to exceed a \$1,000.00 reduction in fees.
- ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may charge for goods or services at the event, no admission or gate fee shall be charged.
- iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be recognized on any and all print media, banners, websites and in a place of prominence at event locations during the event. Galveston County reserves the right to place a banner or signage at/in event grounds.
- iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

5.1.4 Gate Fees:

- All events for which the organizers or sponsors charge an admission or gate fee shall pay the County a user fee in the amount of one dollar (\$1) for each person charged a gate or admission fee. The user fee shall be paid upon conclusion of the event, and the County may audit attendance.
- ii) The County, if it determines that the standard use fees are likely to exceed the fee generated from gate or admission charges, may elect to assess the standard use fees in lieu of gate or admission charges. The County shall make any such determination prior to the event.
- 5.1.5 Exception for County Departments. Site Reservation fees may, at the option of the Director, be waived for Departments of the County upon request of the Department's Elected or Appointed Official or Department Head. But other requirements such as security may be enforced depending upon the nature, size and scope of the event.
- 5.1.6 <u>Recurring Use Fee Reduction</u>. For non-profit entities who reserve facilities on a recurring basis, such as monthly or weekly, fee reductions may be approved on an annual basis by the Commissioners Court following these guidelines:
 - i) A deposit of \$250.00 will be made biannually and may be rolled over (if cash) as requested to ensure the protection of the property.
 - ii) All requirements of the Facility Permitting Policy will be followed.
 - Request for recurring use must pose no undue burden to the Parks and Senior Services

 Department, such as additional staff nor displacement of other activities or reservations.
 - iv) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.
 - v) Annual request must be submitted to Director for consideration of fee reduction 60 days before the first date of rental.
 - vi) When above criteria are received and reviewed, Director will make determination of fee reduction up to 25% of regular rental rate.
 - vii) Recurring users will not be permitted to store items permanently in the community centers.
- 5.1.7 <u>Consecutive Year Permits.</u> Whereas non-profits who produce annual events for the enjoyment of the public and to raise funds to support the local community of Galveston County are an important partner in the provision of recreation services to the public, the following conditions apply:
 - Once a non-profit special event has been successfully permitted and operated for three consecutive years, the annual date may be reserved in advance by the Parks and Senior Services Department to secure longevity and success of the event.
 - ii) Deposit and security requirements will not be waived.
 - iii) Fees will be required per the fee schedule and fee reduction policy provisions.

Attendance	Fees (Per Day, Per	Fees (Per Day, Per	Deposit
	Facility)	Facility)	
	Individual/Tax Exempt	Commercial/For Profit	
100 or less			
	\$70	\$140	\$35
101-300 persons	\$145	\$230	\$75
301-500 persons	\$345	\$700	\$200
501-2,000 persons	\$575	\$1,150	\$1,200
2,001-5,000 persons	\$700	\$1,400	\$1,700
5,001 or more persons	\$700	\$1,400	\$2,700
Events with gate/admission or	\$1.00 per person	\$1.00 per person	Use attendance
registration fee	_ ^	- *	to determine

5.2 <u>Fees for Private Outdoor Facility Permits other than Mass Gatherings, Special Events, Company Picnics and Rodeo Arenas.</u> Depending on the Site, facilities may include picnic shelters, outdoor pavilions, and other amenities.

Fees (per day, per facility)	Fees (per day, per facility)
Individual/Tax Exempt	Commercial/For Profit
\$70	\$140

5.2.1 The "Preston E. Poole Therapeutic Garden" is designated as a "Special Use" Outdoor Facility and its use will be restricted to the following events and attendance parameters for the useful life of this structure within Carbide Park.

Attendance	Fees (Per Day)	Fees (Per Day)
	Individual/Tax Exempt	Commercial/For Profit
Less than 100 Persons:		
Weddings, Receptions,	\$200	\$350
etc.		

- 5.2.2 Outdoor facility permit fees charged are per day, per facility for each outdoor event. The per day charge provides "Exclusive Use Rights" for the outdoor facility reserved by the permittee and restricts the reserving of an open air outdoor pavilion to one reservation in the same park for the same location within the particular park where the pavilion is reserved for exclusive day use.
- 5.2.3 After normal hours of operation for indoor facilities, from 10pm-8am and on County holidays (see section 2.14) an overtime rate of \$25.00 per hour will be charged for continued use of the facilities.
- 5.2.4 Private Functions are not required to make a reservation and may use a Site on a first-come, first-served basis. But, since priority will be given to Permitted events, the obtaining of a Permit is advisable to ensure use of the Site desired.
- 5.2.5 If an Event includes a **carnival or circus**, in addition to the normal security deposit, Set Up/Breakdown, Clean-Up fee, and user fees an additional **\$1,500 deposit** will be required.
- 5.3 <u>Fees for Mass Gatherings</u>. Fees for these Permits are based on the number of people projected to be attending determined by the Director. No amenities will be provided by the Department before, during or after the Event. **Moratorium on Mass Gatherings, effective, November 6, 2002**

Number in	User Fee	Deposit
Attendance	(Per Day)	_
201-300 persons	\$600	\$500
301-400 persons	\$800	\$700
401-500 persons	\$1,000	\$900
501 or more persons	\$1,200	\$1,100

5.4 <u>Commercial Photography Fees</u>

- 5.4.1 Filming/Photography Fee All filming or photography requests must be submitted to the Director of Parks & Cultural Services at least 30 days in advance.
- 5.4.2 Any filming or photography requests that require partial or complete shutdown of an any park or beach would be subject to the Open Park Space Permit Fee citied in section 5.7.1; a \$150.00 non-refundable application fee.
- **Boat ramps** and/or their parking lots will not be permitted under "Exclusive Use Rights", except for special circumstances with prior approval by the Director.

5.6 Paranormal Investigation Permits for Fort Travis Seashore Park

- 5.6.1 Paranormal investigations require a "Special Use Permit" (SUP). Certain fees and insurance requirements may apply. Activities may be restricted based on time of year, weather or seasonal conditions during high times of visitor use.
- 5.6.2 Requests for a SUP may be submitted in writing to the Director of Parks & Cultural Services at a minimum of 30 calendar days in advance of the date you are requesting. The request must include: name of group, contact person in charge, address, telephone number, email address, the total number of individuals that will be participating in the investigation, investigation date or dates requested, and arrival and departure time.
- 5.6.3 A group of 1-10 individuals for an overnight permit from 8pm-8am is \$250.00. Each additional person after 10 will be an additional \$25.00. Additional access time may be granted with additional fees.

5.7 Open Park Space Permit Fee:

5.7.1 For those events that are wanting exclusive use of areas that will impact other park users, general park operations, or occur after-hours; such as boy scout/volunteer projects that do not directly benefit Galveston County, wedding ceremonies, scientific research or fieldwork, etc. in parks that are not tied to a facility a \$150.00 non-refundable application fee will be required. Requests for open space permits or service projects should be made 30-days in advance in writing to the Director of Parks & Cultural Services.

Scout Projects/Volunteer Projects:

5.8.1 Galveston County encourages Galveston County Eagle Scouts and is happy to assist in the development of projects. Galveston County Parks & Cultural Services receives numerous requests annually for Eagle Scout volunteer projects. The Department has established the following application process to assist an Eagle Scout candidate contemplating a volunteer project in conjunction with the County.

Please note that the Eagle Scout candidate must allow a minimum of four months to the project completion deadline. The Galveston County does not accept projects with "emergency" deadlines

due to a Scout's impending 18th birthday. Projects exist within the Galveston County's parks and trails and at various County facilities. Eagle Scouts who are interested in pursuing a project with Galveston County Parks & Cultural Services are required to fill out an application form (below) and return it to:

Julie Diaz, Director Galveston County Parks & Cultural Services 4102 Main St. (FM 519) La Marque, TX 77568

Or return the form via email to julie.diaz@co.galveston.tx.us

After the application has been reviewed, the applicant will be called within 10 business days and given the phone number of the appropriate staff member who will act as the contact for the project. The applicant must call the project contact to set up a meeting to discuss the details of the project.

It is recommended that Scouts look around their neighborhoods and identify projects that could be completed. Please select projects that will have a lasting effect on the community and not require a lot of upkeep from the County. Eagle Scout projects are available on a first-come basis through the following means:

Staff Generated Projects - The department staff generates a list of projects every year, which are available to Scouts to take on as their Eagle Award Projects.

Scout-Proposed Projects – Galveston County Parks & Cultural Services welcomes and encourages project proposals from Scouts seeking their Eagle Award. The feasibility of project proposals will be judged on a case-by-case basis to determine whether or not the project is a need or benefits the County and the community, as well as to determine if the project falls within County guidelines.

5.9 Administrative Fee:

5.9.1 A \$30 administrative fee may be applied each time a permit is modified or changed or in the event that a permit is cancelled and a refund check must be issued.

5.10 Indoor Facility Permits or Community/Recreation Building Fees

5.10.1 **Building Room: Capacity 300:** Walter Hall Pavilion (bottom floor), or the Wayne Johnson Community Center (entire main room). Indoor facility rental is for a minimum of three (3) hours.

	Individual/Tax Exempt	Commercial/For Profit	Deposit
User fee, per hour (3 hr.	\$85	\$170	\$500
min)			
Set-Up/Break Down	\$250	\$250	
(optional)			

5.10.2	Building Room: Capacity 75-125: Runge Community Center, Dickinson Community
	Center, Pioneer House, or Bacliff Community Center. No minimum hourly requirement.

2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	er commitment committee in	Third the tarry response to the
Individual/Tax Exempt	Commercial/For Profit	Deposit

User fee, per hour (no	\$50	\$80	\$250
min.)			
Set-Up/Break Down	\$125	\$125	
(optional)			

5.10.3 **Building Room: Capacity 25-50:** Walter Hall Pavilion upstairs room. No minimum requirement.

	Individual/Tax Exempt	Commercial/For Profit	Deposit
User fee, per hour (no min.)	\$20	\$40	\$250
Set-Up/Break Down (optional)	\$125	\$125	

5.10.4 A flat fee of \$50 for a PA system and \$10 for a podium will be charged at any facility where a PA system or podium is available.
 5.10.5 We are unable to refund for non-usage of additional rental items (stage, podium, PA) unless they were deemed unavailable to rent by Galveston County Parks & Cultural Services.

5.10.6 Jury Assembly Room: Capacity: 250, seated.

All rentals require security. The scheduling of deputies will be coordinated by the Galveston County Sheriff's Office. Deputies are paid \$50.00 an hour. For events will less than 100 persons, two (2) deputies are required; for 100 persons or more, three (3) officers are required.

The cost to rent the Jury Assembly Room is \$85.00 an hour with a three hour minimum. Optional fee: AV/Sound system: \$25.00.

The Jury Assembly Room is available to rent Monday thru Friday from 5pm-10pm, Saturdays and Sundays from 8am-10pm, and is not available on County holidays.

All rentals and payments (including security) must be made a minimum of 30 days in advance.

Alcohol, food or drink is prohibited in the Jury Assembly Room.

RODEO ARENAS:

6. Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds, Covered & Open Air Arenas at Runge Park

- 6.1 The Arena may be reserved under "Exclusive Use Rights", for an hourly rate and deposit.
- 6.2 Groups or individuals wishing to use the Arena and Grounds must schedule their use of the Arena and Grounds with the Galveston County Parks and Cultural Services considering the Fair and Rodeo Associations "Exclusive Use Rights" for the five week period beginning two weeks preceding the Annual Fair and Rodeo including the two weeks of the event and one week following the event, six other scheduled events (3 day maximum per event) on dates agreed to by both parties (Galveston County Department of Parks & Cultural Services) and the Fair and Rodeo Association and Thursday evenings beginning at 5:00 p.m. during the months of June and July as approved under Section F of the second amendment to the interlocal agreement by inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".
- 6.3 Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted events must schedule such use with the Galveston County Fair and Rodeo Association, which has the "Right of First Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".
 - 6.4 Individuals and small, non-commercial groups may use the Arena for practice riding on a first-come, first-served basis, if the Facility has not already been reserved by another group under "Exclusive Use Rights".
 - 6.5 The Arena will not be available for rental during the following times:
 - The two weeks preceding the annual Galveston County Fair and Rodeo;
 - The two weeks during the Fair and Rodeo;
 - The week following the Fair and Rodeo;
 - From 5 p.m. until closing on Thursday nights in June and July of each year;
 - Closed Wednesday and Thursday each week in June and July;
 - An additional six designated three-day periods each year. These day periods for each year will he determined by March 1st of each year.
 - No rodeos may be scheduled at any Facility in Jack Brooks Park within the 60-day period preceding the beginning of the Galveston County Fair and Rodeo each year.
- 6.7 Reservation Fees will be assessed based on hourly usage. Events charging gate/admission fees will be required to pay a deposit check equal to the amount of the rental. Deposits are fully or partially refundable considering there is no damage to the arena, permit holder does not extend their event past permitted times, trash and litter are disposed of, and the arena is in good or better condition than existed before the event.
- 6.8 The Arena's operating hours are 7:30am to 10pm, daily. Daylight savings 7:30am to 11pm, daily.
- 6.9 The Arena may be reserved under "Exclusive Use Rights". The Director has the discretion to prohibit events that may not be conducive to the arena.
- 6.10 Recognized Holidays & Other Unavailable Dates: Facilities cannot be permitted on County holidays. County holidays are: New Year's Day, Good Friday, Easter Sunday, July 4th, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the

- County's Holiday schedule. County Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of \$30.00 per hour.
- 6.11 Additional third party liability insurance coverage for permitted events shall be supplied to the Department of Parks & Cultural Services five (5) business days prior to the start of event in the minimum amount of \$1 million is required for all rodeos, horse shows, 4-H shows, barrel racing, calf roping, team roping, steer wrestling, bull riding, or any other event involving livestock.
- 6.12 Permit Holders are required to furnish the Department proof (certificate of insurance) of insurance coverage insuring the contestants against bodily injury. Rodeo Events Only
- 6.13 The Reservation Fee of \$50 an hour is due at time of reservation. Reservations can be made up to one (1) year in advance but no less than fourteen (14) days.
- 6.14 Events held outside normal arena operating hours will be assessed a \$30 per hour overtime fee during non-regular hours.
- 6.15 Cancellations: Applicant forfeits 100% of the reservation fee if the applicant fails to notify the Parks Office in writing of cancellation of the event fourteen (14) calendar days prior to the scheduled event.
- 6.16: Arena dirt is "as is" unless paid permit is for a minimum of four-hours or a multi-day event.
- 6.17: Restrooms will be re-stocked at the beginning and end of each day for daily rentals and multi-day paid permits.
- 6.18: Lights will be on timers, scheduled to turn off at midnight (12:00am). Lights are not available to be left on once your contract time ends, please plan accordingly.
- 6.19: Security is required for permitted events that have an estimated attendance of 100 or more persons, have alcohol, or events that charge admission/registration fees, have live bands, DJs or amplified music.

7. OPEN AIR RODEO ARENAS:

7.1 "Open Air Arenas" are open daily for public ride free of charge.

Definitions

(Rodeo event definitions are based on Professional Rodeo Cowboy Association specifications).

<u>Bareback riding</u>: a rodeo event in which the rider begins with his feet placed above the horse's shoulder. Bareback riding is an eight-second ride during which time the rider must grasp the leather and rawhide rigging with one hand only. He is not allowed to touch the animal, himself, or any of his equipment with his free hand during the ride.

Barrel racing: a timed event, either as part of a rodeo or separate, in which a contestant enters a rodeo at full speed on a sprinting American Quarter Horse and rides a cloverleaf pattern around three barrels in the arena before sprinting back out of the arena.

Bull riding: a rodeo event in which a rider, holding a rigging with only one hand, attempts to stay on a bucking bull for eight seconds. Judging includes good body position, including use of the free arm. Spurring action is not required, but will add to a rider's score. The rider is not allowed to touch the animal, himself, or any of his equipment during the ride.

<u>Calf roping:</u> an event, either as part of a rodeo or separate, in which a calf is given a head start into the arena, with horse and rider giving chase. The contestant ropes the calf, dismounts the horse, catches and flanks the calf, tying three of the calf's legs together with a pigging string he has carried in his teeth. The calf must be standing before the flanking and tying occur. Upon completing the tie, the rider throws his hands into the air, remounts his horse, and allows the rope to go slack. If the calf kicks free within six seconds, the run is invalidated.

<u>Concert:</u> an event at which live, amplified music is performed, whether by solo performers or musical groups, with acoustic, electrical, or recorded accompaniment, or no accompaniment, and whether sponsored by a commercial or non-profit organization or entity.

<u>Cook-off:</u> a judged event at which teams compete against one another to win awards and/or points for cooking specified food items.

<u>Dog show:</u> a competitive event during which dogs are judged on appearance, response to commands, and sometimes athletic prowess to win awards and points for other competitions.

<u>Horse show:</u> any of several equestrian events that could include, but are not limited to Western pleasure, English riding, side-saddle shows or competitions, walking horse exhibitions, dressage, steeple chase, or other jumping events.

Rodeo: a performance featuring such events as calf roping, barrel racing, bull riding, steer roping, and other events.

<u>Saddle bronco riding:</u> a rodeo event in which the rider begins with his feet over the bronc's (bucking horse's) shoulders to give the horse an advantage. Spurring action synchronized with the bronc's bucking, the rider's control, the length of his spurring stroke, and how hard the horse bucks are all judged. The rider may not touch the horse, himself, or any of his equipment with his free hand during the ride. Disqualification also results if either of the rider's feet slips out of its stirrups, if he drops the bronc rein, or if he does not have his feet in the proper position at the beginning of the ride.

Steer roping: a rodeo event, in which the rider lassos a steer around its horns, tosses the slack rope over the steer's right hip and rides to the left, bringing the steer to the ground. When the steer is lying on its side and the rope is taut, the rider dismounts and ties any three of the steer's legs. The steer must remain tied for six seconds after the tie is complete.

<u>Steer wrestling:</u> also known as bulldogging, this is a rodeo event in which the wrestler on horseback starts from behind a barrier, beginning chase after the steer has been given a head start. The bulldogger is assisted by a "hazer", who keeps the steer running in a straight line. When the bulldogger's horse pulls even with the steer, he eases down the right side of the horse, grasps the steer's horns, and digs his heels (the bulldogger's heels, not the steers) into the dirt. The bulldogger turns the steer, lifting up on its right horn and pushing down with his left hand to tip the steer over. He must either bring the steer to a stop or change the direction of its body before the throw or be disqualified. The clock stops when the steer is on its side with all four lets pointing the same direction.

<u>Team roping:</u> an event, either as part of a rodeo or separate, in which a rider (header) charges out of the box on horseback, chases down a fast-racing steer, and ropes him around the neck or executes a horn neck catch. The "header" turns the steer to the left and his teammate, the "heeler", attempts to rope the steer's hind legs. When the steer is secured, the riders face each other on horseback on opposite sides of the steer with no slack in the rope.

Eddie Moore Rodeo Arena - Community Arena Rules

- 1. Arena is closed on Mondays and Thursdays until 3pm for maintenance. Public riding is available after 3pm. If a County holiday falls on a Monday or Thursday, then the arena will be closed the day after the holiday for scheduled maintenance.
- 2. Hours: 7:30am 10:00pm / Daylight Savings Time: 7:30am 11:00pm
- 3. The arena is available for use on a first-come, first-serve basis.
- 4. The arena will be closed to all public use for a permitted reservation, including days prior to the reservation for maintenance.

- 5. The arena is for recreational use only; no lessons or commercial use is permitted without an exclusive use permit.
- 6. After using the arena please remove all trash and close all gates. Please remove all manure and hay in parking lots or on hard surfaces.
- 7. No loose horses and no "turn-out" of horses are allowed in the arena.
- 8. No hay is allowed in the arena.
- 9. Please do not tie horses to the arena railing; please place them in a pen.
- 10. There are some usages which have to be exclusive by nature of the use, because no one else can safely use the arena and therefore a permit is required.
- 11. Glass containers, alcoholic beverages and tobacco products are not allowed in the arena. Galveston County is 100% tobacco-free.
- 12. Motorized vehicles, including ATV's, are NOT allowed in the arena.
- 13. Adult supervision is recommended for riders under 18 years of age.
- 14. Helmets and other protective riding equipment are recommended.
- 15. The arena may be closed without advance notice if conditions are unsafe.
- 16. Dogs (service animals are exempt) are not allowed in the arena unless by approved permitted reservation. Dogs on County property must be on a leash or contained.
- 17. County staff reserves the right to ask any individual or animal to leave the premises for any disruptive, dangerous or unsafe behavior.
- 18. It is your responsibility to make sure that your animal has necessary vaccinations. This is a public facility with many animals on the grounds each day.

Please report violations of the above Arena Rules or unsafe conditions to 409-934-8101, Monday-Friday from 8:00am-5:00pm. For issues after-hours, please call the Galveston County Sheriff Department Dispatch at (409) 766-2322.

8. Athletic Field/Outdoor Recreation Space Use & Fee Policy

Purpose: There is a demonstrated dramatic increase in adult and youth sports participation and demand for field space. The high demand for use, expectation of field quality and amenities, repairs, and equipment/supplies have increased the amount of indirect expenses associated with these areas. In addition, administrative costs of scheduling, wear and tear, and maintenance, places an increased need for rental revenue to be earmarked for the park the revenue is generated from.

8.1 Athletic Field List

- Bayshore Park Baseball Field
- Elva Lobit Baseball Field
- Jack Brooks Park Baseball Fields (3)
- La Salle Park Baseball Field
- Ray Holbrook Park Softball Fields (4)
- Runge Park Baseball Fields (4)

Outdoor Recreation Space List

- Carbide Park Football Field, Tennis Courts (2) and Basketball Court
- Elva Lobit Soccer Fields A, B, & C
- Jack Brooks Park Archery Range, Soccer Fields, Model Airplane Flying Field, Disc/Frisbee Golf Course, Mountain Bike Trails and Tennis Courts (2)
- Walter Hall Park Soccer Field, Football Field and Tennis Court

8.2 Field Scheduling/Priority Use Order

- 1) County
- 2) User Group Contract/Agreements
- 3) All other requests

8.3 Fees

User Group Contract/Agreements

Fees (per day)	Without Lights	With Lights
Athletic Field	\$8.00	\$15.00
Outdoor Recreation Space	\$15.00	\$25.00

All Other Requestors

Fees (per day)	Deposit	Without Lights
Athletic Field	\$100.00	\$25.00
Outdoor Recreation Space	\$100.00	\$25.00
Tournament	Special Event Po	licy, Application and Fees apply

<u>8.4 Tournament:</u> A tournament is defined as a sporting competition in which contestants play a series of games to determine an overall winner.

8.5 Deposits

Deposits are required from requestors that do not have a contract/agreement with the County and can remain on file January thru December of a calendar year. You will be charged for any damages, loss of keys and time spent for clean up by our staff, if required. The charges will be deducted from your deposit. Galveston County reserves the right to make adjustments in these fees as necessary. Damages over and above your deposit fee will be charge to the group and/or contact person named on the application.

8.6 Certificate of Insurance

Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance
 certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the
 event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.

• In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

8.7 Rules and Regulations

- Groups are asked to report and damages, dangerous situations, vandalism or inconveniences you observe during your use of the site to Galveston County Parks at 409-934-8100.
- Parks are reserved as-is. No special requests for mowing, maintenance or additional services will be provided.
- Reservations must be made by those 18 and older.
- All approved permits must be available during permitted use and presented to any staff member upon request.
- Permits may be revoked for failure to follow rules and regulations or in the event that the intended use is not as an athletic facility.
- Park hours are 7:30am to 10:00pm. Field lights should be shut off no later than 10:00pm, daily.
- Field use begins and ends at the time specified on the permit and you are required to exit the field and have adjacent areas cleaned at the ending time indicated on the permit.
- Permit is for the designated athletic/outdoor recreation space only. All other park attractions and facilities must remain open to the public.
- Selling of food of other items is not allowed without approval from the Parks & Cultural Services Department. Fields with concession stands and user contracts/agreements have first right of refusal on concession sales.
- Portable goals and/or markers are allowed but must be removed daily. Placement of portable goals must be approved by park personnel.
- No stakes, posts, poles or markers are allowed to be driven into a field surface without prior parks personnel approval.
- No glass containers.
- All pets must be on a leash and restrained by the owner. Pet owners are responsible for picking up and disposing of their pet's feces into designated trash receptacles.
- No golf of any kind is permitted on athletic/outdoor recreation space.
- Fees may not be charged for entrance to a County-owned parking lot.

8.8 Equipment

• Rentals do not include any equipment (i.e. bases, pitching mounds, goals, etc.)

8.9 Inclement Weather

• Galveston County reserves the right to cancel permits due to inclement weather. In the event that your permit is canceled by Galveston County, you can reschedule for another date or receive a full refund.

8.10 Cancellation Policy

• All cancellations are subject to a \$5.00 non-refundable fee. For any cancellations made less than ten (10) business days prior to the event/activity, the entire fee is forfeited.

9. Commercial Use of Park Facilities Policy & Fees

Galveston County has experienced a growing demand for use of park facilities for commercial purposes including fitness classes, boot camps, sports instruction and food trucks (mobile food and beverage vendors). In order to effectively manage the commercial use of park facilities, the Parks & Cultural Services Department has established a Commercial Use of Park Facilities Policy and Fees. The goal of this policy is to promote successful partnerships between public park users and commercial entities, while ensuring the safety of all. This policy and fees have been approved by the Galveston County Commissioners' Court.

Commercial use includes anyone who sells food or beverage in a Galveston County park that is not part of a permitted public/special event; and anyone who offers education or instruction for which a fee is collected by the organizer, producer or sponsor. Commercial use purposes include, but are not limited to, exercise classes, fitness boot camps, instructional classes, dog training, tennis instruction, horseback riding instruction, personal training, organized camps/sport camps, mobile food or beverage vendors, etc. The individual/business/organization may not operate in any county owned park until a commercial use permit is issued.

- 9.1 How to Obtain a Commercial Use Permit: Your request(s) will be reviewed by the department and may take up to 30 days for the review process. Please submit your applications at the beginning of each calendar year.
 - 1) Contact the Parks & Cultural Services Department at <u>program-info@co.galveston.tx.us</u> or call 409-934-8100 to request an application.
 - 2) Complete the application and submit required documentation listed below no later than 45 days prior to the start of the proposed program first class date. Incomplete applications will not be considered.
 - -The following items are also required at the time your application is submitted:
 - \$25 non-refundable application fee, per application
 - \$100 refundable deposit, per application (cashier's check or money order only)
 - Certificate of general liability insurance see specific insurance requirements below
 - -Any non-food/beverage vendor must submit a program advertisement/flyer, a description of registration procedures, and website address, if applicable.
 - -Mobile food/beverage vendors must submit two photos of their unit, proof of automobile insurance, along with a copy of their Galveston County health permit for mobile food vendors. More information can be found at: http://www.gchd.org/ech/Mobileop.htm
 - 3) Applications will be reviewed and either approved, denied, or sent back to the applicant for additional information within 30 days.
 - 4) Once approved, applicants will be invoiced for the first month's operating fee. Once the fee has been received, a permit will be issued within three (3) business days. Applicants must obtain their permit prior to conducting commercial business in a county park. Fees will not be pro-rated.

9.2 Approved Park Locations/Sundays not permitted

The parks below have been identified as permitted locations for approved commercial use activities. Areas specifically dedicated to a use that would reasonably conflict with any approved activities are excluded (i.e. holding fitness classes in an area designated as a children's play area is not appropriate). Commercial use permits will be issued Monday-Saturday and exclude Sundays.

- Bayshore Park, 5437 East FM 646, Bacliff, TX 77518
- Carbide Park, 4102 Main Street, La Marque, TX 77568
- Gregory Park, 2292 State Highway 87, Crystal Beach, TX 77650

- Elva Lobit Park, 1901 E. FM 646, League City, TX 77573 (mobile food/beverage vendors prohibited)
- Fort Travis Seashore Park, 900 State Highway 87, Port Bolivar, TX 77650
- Jack Brooks Park, 10100 State Highway 6, Hitchcock, TX (mobile food/beverage vendors prohibited)
- Noble Carl Park, 1760 State Highway 87, Crystal Beach, TX 77650
- Paul Hopkins Park, 1000 FM 517, Dickinson, TX 77539 (excludes November, December and January)
- Ray Holbrook, 2545 Owens, Dickinson, TX 77539 (mobile food/beverages vendors prohibited)
- Runge Park, 4605 Peck Avenue, Santa Fe, TX 77510 (mobile food/beverage vendors prohibited)
- Walter Hall Park, 807 Highway 3 North, League City, TX 77573

9.3 Terms:

The Permit Holder agrees to operate for a minimum of six months, consecutively. In the event that the permit is terminated before the six month requirement, the security/damage deposit will be retained.

Fees*:

Application and permit fees are non-refundable.

Application fee \$25.00, per park
Monthly operating fee \$50.00, per park
*Walter Hall monthly operating fee \$100.00

Permit Amendment fee, per amendment \$75.00, per park

9.4 Deposits

A security or damage deposit of \$100.00 for each park application is due at the time the permit is issued. This must be in the form of a certified check or money order.

9.5 Permit Cancellation/Refund of Deposit Checks

Galveston County reserves the right to cancel your permit at any time. In the event that the commercial use Permit Holder would like to cancel their permit, notification of the cancellation must in writing and postmarked by the 15th of the current month in order to cancel the permit for the following month (i.e. letter postmarked January 15th would cancel your February permit; letter postmarked on January 16th would cancel your permit March 1st). Written notification must be sent by mail, email or fax to:

Galveston County Department of Parks & Cultural Services Attn: Commercial Use Permits

4102 Main Street (FM 519)

La Marque, TX 77568

program-info@co.galveston.tx.us

Fax: 409-621-7986

Commercial use Permit Holders who are in good standing (not delinquent on monthly operating fee payments, who have met their six month commitment, who have returned their permit sign, and who have repaired any damage to the LAND/FACILITIES caused by the Permit Holder) will receive a refund of their deposit check.

9.6 Application/Permit Amendments

Any amendment or change to your original application(s) will be charged a \$75.00 fee, per amendment. An example of an application amendment includes but is not limited to: adding a day of the week for instruction or food sales, changing class times, etc. Application amendments must be requested by the 15th of the month to go into effect once approved on the 1st of the following month.

^{*}Fees will not be pro-rated.

9.7 Limited Commercial Use Days Due to Public/Special Events

Event organizers are able to obtain permits to host public special events in county parks; therefore, on days where a public special event is scheduled 60 days or more in advance, commercial use permits will not be issued.

9.8 Certificate of Insurance

A Certificate of Insurance, as well as proof of liability naming the County of Galveston as additional insured is required. All certificates must name Galveston County as the certificate holder (722 Moody, Galveston, TX 77550) and must be date and site specific. Applicant agrees to maintain insurance coverage throughout the permit term.

Limits of Coverage:

Each Occurrence \$300,000.00 Bodily Injury \$100,000.00/person Property Damage \$100,000.00

9.9 Reporting

Commercial Permit Holders will be required to submit a financial report and participant demographics every six months. A reporting form will be provided by Galveston County Parks & Cultural Services Department.

9.10 Rules and Regulations

- Any misrepresentation in application materials or deviation from the final permit conditions may result in immediate revocation of the permit, suspension of the event, and possible loss of privilege to conduct business in the future on Galveston County park property.
- To the extent of any conflict between commercial activities and other park activities authorized, the County reserves the right to adjust the uses authorized.
- Permits cannot be transferred.
- Commercial permit signs and permit number must be displayed during permitting times using the approved sign provided by the Galveston County Parks & Cultural Services Department.
- Galveston County Parks reserves the right to restrict the number of participants for any commercial permit.
- Commercial vendor permits are limited to three hours, per day, per park.
- Permit Holders shall not interrupt existing use of an area by the general public and the public must always have access to park entrances. Blocking of public access is prohibited.
- Galveston County's maintenance, programs and special events will have priority usage of park areas.
- Park use is conditional based on maintenance schedules and weather conditions.
- Advertising and marketing of any kind is prohibited in county owned parks/facilities (including but not limited to: coroplast signs, flags, banners).
- Groups are asked to report and damages, dangerous situations, vandalism or inconveniences you observe during your use of the site to Galveston County Parks at 409-934-8100.
- The use of any trees, pavilions, fencing, or permanent structures, including playgrounds and county owned equipment is strictly prohibited (i.e. tying off exercise equipment).
- All approved permits and photo ID must be available during permitted use and presented to any staff member/law enforcement officer upon request. In the event that a substitute will utilize the permit, you must notify the Parks Office at 409-934-8100. Voice mail messages are acceptable.
- Park hours are 7:30am to 10:00pm. Requests for earlier entry must be approved by Parks Director.
- Permit Holder shall advise Permit Holder's employees/staff/participants/volunteers of the rules and regulations to ensure that all activities under the permit are in compliance.
- If the Permit Holder or any agents or customer/client of the Permit Holder damages park property, the County may retain the deposit to offset the damages in addition or pursuing other legal remedies available.
- The spraying or marking of any area is prohibited. Use of cones and sidewalk chalk is permissible.

- No glass containers are allowed in county parks.
- Solicitation of the public or other park users is prohibited.

9.11 In addition to the specific rules and regulations established for commercial use permits, applicant acknowledges that each park and permit is subject to general park rules and regulations that currently exist. Rules and regulations may be adopted or amended by the Galveston County Commissioners' Court at any time and applicant agrees to abide by these rules

and

regulations.

Commercial Use Permit Holder's Liability to the COUNTY or Third Parties. Permit Holder is responsible, under state and federal law, as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property caused by the wrongful or negligent acts or omissions of Permit Holder employees or officers acting within the scope of their employment or office. Permit Holder agrees to return the property to the COUNTY in substantially the same condition it was in prior to Permit Holder's entry upon the LAND/FACILITIES, unless otherwise agreed upon. Permit Holder may make repairs to the LAND/FACILITIES that would return it to the COUNTY in substantially the same condition that existed at the start of the permit. The right to make repairs should not be construed as a modification of Permit Holder's rights and obligations under applicable law. The COUNTY or injured third parties may recover losses caused as a result of Permit Holder's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by Permit Holder using other means. In no case will Permit Holder's liability exceed that allowable under applicable law.

<u>COUNTY Liability to Permit Holder</u>. The COUNTY is not liable to Permit Holder for damage or destruction of Permit Holder's property or equipment, or injury or death of Permit Holder's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for Permit Holder's contemplated use. Permit Holder's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. Permit Holder acknowledges that these premises covered by this license may contain hazardous conditions.

<u>Contract Damages to Property</u>. The COUNTY agrees to notify Permit Holder of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the term of the permit. Failure to notify Permit Holder within the ten (10) days constitutes a waiver of such damage claim. Permit Holder agrees to negotiate a settlement within fifteen (15) days of notification of damage.

AGENDA ITEM #45.a.

Certificate of Construction Completion (COCC) (Submit one for each Prime Construction Contract)

Grant Recipient: County of Galvesto	n, Texas TxCDBG Contract No: 7214180
day of April, 2016. Contract was entered i	the project described below was conducted on the <u>7th</u> nto on the <u>23rd</u> day of <u>November</u> , <u>2015</u> between the <u>truction</u> , <u>LLC</u> for the construction of <u>2013-2014 CDBG</u>
This is to further certify that:	
1. The work has been completed in accamendments, change orders and supplementations.	cordance with the plans and specifications and all ntal agreements thereto.
	rom the final payment to the Contractor in accordance quirements, separate from any liquidated damages
3. All programmatic requirements have been warranties have been received, and all liens	en met, all claims and disputes have been settled, all have been released.
	of itself and its sureties, satisfactory evidence that he aulty workmanship and/or materials discovered in the date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, with the construction of this project have been	machinery, labor, and equipment used in connection en fully paid.
6. Amount of Original Contract Cumulative Change Orders Final Amount of Contract Less Previous Payments Less Deductions (from #2 above) FINAL PAYMENT (Balance)	\$ 337,958.00 \$ (33,648.00) \$ 304,310.00 \$ 273,879.00 \$ 0.00 \$ 30,431.00
7. The Final Payment above is now due and	d payable.
Certified by the following Engineer, Cont	ractor, and Chief Elected Official/Designee:
Engineer	Chief Elected Official/Designee
Title HDR	Title
Firm	City / County
Contractor	
Title	
Firm	

AGENDA ITEM #46.a.1.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT **GWEN MCLAREN, CPPB** ASST. PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

July 26, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re:

Bid #B161017 EMC Isilon X210 Storage Units

Contract #CM16200

Gentlemen,

On July 21, 2016, bids were opened for Bid #B161017, EMC Isilon X210 Storage Units, at which time two (2) bids were received from the following companies:

• Unique Digital, Inc.

Houston, TX

• EMC Corporation

Houston, TX

Submittals were reviewed and it is requested that the bid be awarded to lowest cost, responsive bidder, Unique Digital, Inc., in the amount of \$244,254.88.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment

From: Withers, Darren

Sent: Monday, July 25, 2016 8:46 AM

To: Kelly, LaNeisha < LaNeisha.Kelly@co.galveston.tx.us>

Subject: EMC Isilon X210 Storage Unit Proposal

Ms Kelly

I've reviewed the two "EMC Isilon X210 Storage Unit" proposals.

I recommend that we, the County of Galveston, move forward and accept the proposal from Unique Digital, Inc. for \$244,254.88.

My decision is based on these factors:

- 1). Lowest bid. UDI: \$ \$244,254.88. The other proposal was at 320,705.26. \$76,450.38 less.
- 2). The vendor understands the needs and the existing infrastructure environment.
- 3). The County has a good working relationship with this vendor. Trust, reliability and completing the project on time is very important to the County and this vendor has meet or exceeded all of these requirements in the past.

Darren Withers
Infrastructure Manager
I.T. Dept – County of Galveston
(409) 770 -6200



5 WH- EMC Isilon X210 (Storage)

CAR Form Description (Goes on Agenda):

Increase data / server / file storage for employees and departments of the County

Note: Don't forget to included "Submitted by I.T. on behalf of...." in the above text.

What:

To purchase new EMC Isilon X210 storage units.

Who:

All Departments benefit. Increased network storage for files, servers, databases, etc.

Where:

Primary Data Center and Secondary Data Center

When:

As soon as possible

<u>W</u>hy:

Files for databases, servers, employees H Drives, and network drives such as the W

drive continue to grow exponentially Additional space is needed.

How: Procure from: UDI

Item / Description

Quantity

Units

Total \$

Isilon X210 Production hardware and services

Isilon X210 DR hardware and services

1

\$244,254.88

Total \$

Submitting documents / info: See Attached

Charge to account:

Submitted by: Darren Withers

Date: 7/2616

Approved by:

IT Director / Assistant IT Director

Date:

/ 2016

BID #: B161017 OPEN: 07/21/2016

2:00 P

BID SHEET

EMC Isilon X210 Storage Units

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and invite to bid we submit the following:

LINE ITEM TOTAL \$ 244, 254. 38 OPTIONS TO RENEW No Extensions/Non-Applicable MNIGHT DIGITAL, INC.

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

DUSTIN HUFFMAN

PRINTED NAME SENIOR SALES EXECUTIVE OS95 WESTOFFICE DR.

CORRESPONDENCE ADDRESS 10595 WESTOFFILE DR. REMIT ADDRESS CITY, STATE ZIP CODE Houston, Tx 77042
CITY, STATE ZIP CODE 76-0203945 7/3 777 0447
TELEPHONE NUMBER TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN) 713 777 0749 FAX NUMBER ADDENDUM'S RECEIVED #1 #2 #3

LINE ITEM DETAIL

EMC Isilon X210 Storage Units

BID#: B161017 OPEN: 07/21/2016 2:00 P

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No). Product C	Item No. Product Code Description	Quantity Units	Units	Catalog #	Unit Price	Extended Price
0001	0001 66100	EMC Isilon X210 Storage Units	1			\$	8244254.88
0005	0002 96100	Line Item Delete		EA		w-	59
				Ext	ended Price Tota	Extended Price Total of all Item: \$ A44,A54・5区	4,254.56

ITB #B161017 OPEN: 07/21/2016 TIME: 2:00 P.M.



BID FORM EMC ISILON X210 STORAGE UNITS COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

EXCEPTIONS (if no exceptions are taken, state NONE)):
NONE	
THE COMPANY OF: MNIQUE DIGITAL, 1	NC.
ADDRESS: 10595 WEST OFFICE	DR. HOUSTON, TX 77042
FEIN (TAX ID): 76-0203945	
The following shall be returned with your bid. Failure responsive. It is the responsibility of the Bidder to ensure	to do so may be ample cause for rejection of bid as non that bidder has received all addenda.
Items: 1. References (if required)	Confirmed (X):
2. Addenda, if any	#1 #2 #3 #4
3. One (1) original and four (4) copies of submittal	<u>×</u>
4. Bid Form	X
5. Vendor Qualification Packet	
6. Debarment Certification Form	
7. Non-Collusion Affidavit	
8. Form CIQ	
(9. Form 1295	
10. Payment Terms:	Other
Person to contact regarding this bid: DUSTIN HUI	FFMAN
Title: SR. SALES EXECUTIVE Phone: 713	37770447 Fax: 713-777-0749
E-mail address: DHUFFMAN @ unique	DIGITAL.COM
Name of person authorized to bind the Firm: JENN	
	Date: 7/6/16
Title: VP FINANCIAL SERVICES Phone: 713	· ·
Fimail address: TV NESEN @ UNIVERSEDIC	1501 1504

BID FORM EMC ISILON X210 STORAGE UNITS GALVESTON COUNTY, TEXAS

Bidder shall use this form to provide the information for notice.

1.	Contact information for notice:
	Name: DUSTIN HUFF MAN Address: 10595 WESTOPFICE DL. HOUSTON, TX 77042 Telephone Number: 713 777 0447 Facsimile number:
2.	If a copy of notice is requested, please complete below:
	Name:Address:
	Telephone Number:Facsimile number:
3.	If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."
	Bidder to submit reference information. Bidder shall use this form to provide minimum required reference information. If Bidder wishes to provide more than the minimum, Bidder should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."
1.	References who can attest to the Bidder's capability to carry out the requirements set forth in this bid:
	Business Name of Organization: ENSCO Name of Person: STEPHEN SPANN Title of Individual within Organization, if applicable ANALYST SUS OPS Business address: SSUT SAN FELIPE HOWSTON, TX 77057 Telephone number: 7139172347 Facsimile number:
	Business Name of Organization: HARRIS CO. DEPT. ED. Name of Person: ARTHUR VU. Title of Individual within Organization, if applicable LT. DIRECTOR Business address: USOD IRVINGTON BLVD. HOUSTON, TX 77022 Telephone purpler. 31214 242 482 482 482 482 482 482 482 482 48
	Facsimile number: 713 646 8 266 Facsimile number:
	Business Name of Organization: CENTRAL BANK Name of Person: NANCY PAVLAS Title of Individual within Organization, if applicable SENIOR VP F.T. Business address: 1/201 CLAY RD. +OUSTON, TX 77041 Telephone number: 832-485-2300 Facsimile number:
	racsimile muliper,

ITB #B161017 OPEN: 07/21/2016 TIME: 2:00 P.M.

BID FORM EMC ISILON X210 STORAGE UNITS GALVESTON COUNTY, TEXAS

References of major supplier of Bidder who can speak to the financial capability of the Bidder to carry out the requirements set forth in this bid:

1.	Business Name of Supplier_EM &	
	Name of Person: DAN HARE	
	Title of Individual within business: PARTNER	CHANNEL MANAGER
	Business address: 1 RIVERWAY #350	CHANAGER
	Houston, Tx 77056	
	Telephone number: 512 740 7312	Facsimile number:
2.	Business Name of Supplier	
	Name of Person:	
	TIGE OF HIGH ARRIVED DISTRACE.	
	Business address:	
	Telephone number:	
3.		
	Business Name of SupplierName of Person:	
	Name of Person: Title of Individual within husiness:	
	/ Tenar // Tenar Caulifold,	
	Business address:	
	Telephone number:	Facsimile number:

The remainder of this page intentionally left blank

County of Galveston Bid Tab Report

Bid Header Bid Number: B161017

			Op	en: 07/2	1/2016			
					Vendor: 7032	255	Vendor: 707	219
Item	Product	Description	Qty	Units	UNIQUE DIG		EMC CORPO	ORATION
#	Code			} :	Unit Price	Extended	Unit Price	Extended
0001	96100	EMC Isilon X210 Storage Units	1	EA	244,254.88	244,254.88	320,705.26	320,705.25
0002	96100	Line Item Delete	0	EA	0.00	0.00	0.00	0.00
Total)	-	244,254.88		320,705.25

ITB #B161017 OPEN: 07/21/2016 TIME: 2:00 P.M.



SPECIAL PROVISIONS EMC ISILON X210 STORAGE UNITS FOR GALVESTON COUNTY

The Special Provisions section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

PURPOSE:

In an effort to increase EMC storage capability, the Galveston County Information Technology Department is seeking a vendor to supply the following:

- EMC Isilon X210 Storage Units
- Installation, configuration, and migration services as referenced in the Professional Services Section on Exhibit A

SUBMISSION INSTRUCTIONS:

One (1) original and four (4) copies of the bid must be submitted no later than 2:00 P.M. CST on 07/21/2016 to:

Rufus G. Crowder, CPPO CPPB Purchasing Agent County of Galveston 722 Moody Avenue (21st Street), Fifth (5th) Floor Galveston, TX 77550

SCHEDULE OF EVENTS:

The following is a schedule of events concerning the procurement process:

Advertise Bid (first date of publication)
Advertise Bid (second date of publication)
Bids due from Bidders/Bid Opening

Date
Wednesday, June 29, 2016
Wednesday, July 6, 2016
Thursday, July 21, 2016 @ 2:00 P.M.

BID GUARANTEE:

A bid bond is not a requirement of this bid request.

PERFORMANCE AND PAYMENT BONDS:

Performance and Payment bonds are not a requirement of this bid request.

NAME BRANDS:

The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking. Any exceptions to the bid conditions should be clearly defined as such and submitted per the instructions in the General Provisions, page 3, Exceptions to Bid.

ITB #B161017 OPEN: 07/21/2016 TIME: 2:00 P.M.

SPECIAL PROVISIONS EMC ISILON X210 STORAGE UNITS FOR GALVESTON COUNTY

SPECIFICATIONS:

All prospective bidders shall reference specifications on Exhibit A when preparing their bid submittals.

DELIVERY:

The freight is to include inside unloading delivery at the cost of the vendor. Shipping should be separated into two locations. Production Equipment should be delivered to: 555 W. Walker St.

League City, TX 77573

Disaster Recovery equipment should be delivered to: 722 Moody Ave Galveston, TX 77550

OUESTIONS

Questions must be submitted via email only to: Rufus Crowder, CPPO CPPB, Galveston County Purchasing Agent at rufus.crowder@co.galveston.tx.us .

PROGRAM ADMINISTRATION:

The County's Information Technology Department will designate a Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this Bid is:

Darren Withers Information Technology Infrastructure 722 Moody, 2nd Floor Galveston, TX 77550 (409) 766- 2220

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS:

Bidder is requested to submit a sample contract for its bid material terms and conditions in the event it is awarded a contract pursuant to this procurement.

EXHIBIT A

ltem	EMC Isilon X210 Production	Quantity
1	X210-SATA-S29 X210-33T+800G SSD/48G/2X10GE 2X1GE	3
2	800-0012 PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5
3	851-0209 CABLE, IB QDR, QSFP-QSFP, 3M	6
4	851-0099 2 SFP+ OPTICS KIT - 10GBE	3
5	851-0167 MELLANOX 8 PORT QDR SWITCH	2
6	200-0263-CF ENTERPRISE-SYNCIQ (TIER 3)=ID	3
7	200-0261-CF ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3
8	612-0028 48GB RAM (NEXT GEN)	3
9	613-0008 10GBE DUAL-PORT SFP WITHOUT OPTICS	3
10	611-0139 33TB+800GB SSD/3.5IN	3
11	PSINST-ESRS ZERO DOLLAR ESRS INSTALL	1
12	M-PREHWI-001 PREMIUM HARDWARE SUPPORT - 3 Years	1
13	M-PRESWI-001 PREMIUM SOFTWARE SUPPORT - 3 Years	1
	Superna EyeGlass	
14	EGL-ENT-NODE-LIC SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	3
15	EGL-ENT-NODE-3Y SEL MAINT EYEGLASS DR MANAGER ENT - 3 Years	3
	The state of the s	3
eg ¹ · · · · ·	EMC Isilon X210 DR	
	X210-SATA-S29 X210-33T+800G SSD/48G/2X10GE 2X1GE	3
17	800-0012 PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5 5
18	851-0209 CABLE, IB QDR, QSFP-QSFP, 3M	6
19	851-0099 2 SFP+ OPTICS KIT - 10GBE	
20	851-0167 MELLANOX 8 PORT QDR SWITCH	3
21	200-0263-CF ENTERPRISE-SYNCIQ (TIER 3)=ID	2
22	200-0261-CF ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3
23	612-0028 48GB RAM (NEXT GEN)	3
24	613-0008 10GBE DUAL-PORT SFP WITHOUT OPTICS	3
25	611-0139 33TB+800GB SSD/3.5IN	3
26	PSINST-ESRS ZERO DOLLAR ESRS INSTALL	3
27	M-PREHWI-001 PREMIUM HARDWARE SUPPORT - 3 Years	1
28	M-PRESWI-001 PREMIUM SOFTWARE SUPPORT - 3 Years	1
	Superná EyeGlass	1
29	EGL-ENT-NODE-LIC SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	
30	EGL-ENT-NODE-3Y SEL MAINT EYEGLASS DR MANAGER ENT- 3 Years	3
		3
	Professional Services	* * * * * * * * * * * * * * * * * * *
	Installation & Configuration of Isilon X210 for Production and DR;	
	Installation to include system burn-in, preconfiguration, rack and stack,	
	setup and configuration of 3-node cluster, OneFS, creation of file	
	structure (up to 30 directories/sub-directories); Infiniband networking	
74	(single or redundant), Installation of InsightIQ; Does not include data	
31	migration or advanced feature functionality	
	Installation & Configuration of Isilon SnapshotIQ for Production and DR;	
	Installation to include configuration of up to 5 directories for snapshots	
32	and up to 5 snapshot schedules on a single Isilon cluster	

Installation & Configuration of Isilon SyncIQ for Production and DR; Installation to include up to 5 SyncIQ jobs INCLUDES SUPERNA EYEGLASS SETUP DATA MIGRATION SERVICES Migration included for 20TB of data from existing VNX to new Isilon cluster

33

34

PLEASE SEE THE ATTACHED EMC FORMS



Solution: Galveston County Isilon Configuration

Galveston County Isilon Configuration

Cluster: DR Site Cluster

60 TiB / 65 TB

2.18 TiB / 2 TB

2,172 watts

Aggregate Node Count:

Aggregate Pool Usable

Aggregate Raw SSD Capacity:

Aggregate Heat, Maximum: 7,500 BTU

Aggregate Power,

Maximum:

Aggregate 1GbE Ports:

Aggregate IB Ports: 6 Aggregate HDD Qty: 33 Aggregate Node Qty CPU:

Node Pool Selection: DR Site

Aggregate RAM:

144 GB

6

3

DR Site Cluster

Cluster OneFS Version:

Aggregate Accelerator

Count:

Aggregate Raw HDD Capacity:

Aggregate Weight:

Aggregate Heat, Typical:

Aggregate Power, Typical:

Aggregate 10GbE Ports:

Aggregate Rack Units: Aggregate SSD Qty:

Aggregate Core Qty:

Model:

CPU:

Weight:

Power Max:

Power Typical:

Advanced Search

Node Model:

DR Site

X210

OneFS Version:

Node Model in Pool:

Disk Description:

Front-End Networking:

Nodes Summary:

8.0 3 x X210

8.0

0

6

8

3

12

90 TiB / 99 TB

183 lbs. (83 Kg)

4,514 BTU

1,292 watts

X210

X210 33TB HDD / 800GB SSD 48GB

2x10GE and 2x1GE

1 CPU with 4 cores

2x10GE and 2x1GE

58 lbs. (26 Kg.)

680 watts

400 watts

33TB HDD / 800GB SSD

Node: X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Name:

Name:

Source:

X210 33TB HDD / 800GB SSD 48GB

2x10GE and 2x1GE

RAM Description:

48GB RAM; 3x16GB

Drive Configuration:

11 x 3 TB HDD | 1 x 800 GB SSD

Encryption:

Infrastructure Networking:

2x QSFP InfiniBand ports

Rack Units (per node):

Heat Max:

Heat Typical:

2,350 BTU

1,400 BTU

Pool: 3 nodes @ +2d:1n OneFS 8.0

OneFS Version:

Protection Policy: +2d:1n

Recommended Usable Capacity:

50.6 TiB / 55.6 TB @ 85% of usable

Node Count:

Pool Raw Size:

Storage Efficiency:

3 Nodes

90 TiB / 99 TB

67%

Pool Throughput

SMB2

Protocol I/O Type SMB2 Sequential Write NFSv3

Sequential Write

1,024 KB 1,024 KB Sequential Read 1,024 KB

Block Size

Threads/Node for Peak 24 3 24

Pool Throughput 975.6 MBps 1.01 GBps 1.38 GBps

NFSv3 Sequential Read 1,024 KB 24 1.5 GBps

Cluster Accessories

Backend Switch: QDR IB Switch - 8 Port, 1U, 1PS

Quantity: 2 Name: QDR IB Switch - 8 Port, 1U, 1PS

66 watts

Backend Cable Type: QSFP Port Qty: 8

 Rack Units:
 1
 Weight:
 4 lbs. (1.8 Kg.)

 Heat Typical:
 157 BTU
 Heat Max:
 225 BTU

Power Typical: 46 watts Power Max:

Software Module: Enterprise InsightIQ

 Quantity
 Name
 Tier Level

 3
 Enterprise InsightIQ
 3

 3
 Enterprise SyncIQ
 3

 3
 Enterprise SnapshotIQ
 3

Cluster: Primary Cluster

Name: Primary Cluster Cluster OneFS Version: 8.0

Aggregate Node Count: 3 Aggregate Accelerator 0

Count:

Aggregate Pool Usable 60 TiB / 65 TB Aggregate Raw HDD 90 TiB / 99 TB Size: Capacity:

Aggregate Raw SSD 2.18 TiB / 2 TB Aggregate Weight: 183 lbs. (83 Kg)

Capacity:

Aggregate Heat, Maximum: 7,500 BTU

Aggregate Power, 2,172 watts

Aggregate Power, Typical: 1,292 watts

Aggregate Power, 2,172 watts

Aggregate Power, Typical: 1,292 watts

Maximum:

Aggregate 1GbE Ports: 6
Aggregate 1B Ports: 6
Aggregate B Ports: 6
Aggregate HDD Qty: 33
Aggregate SSD Qty: 3

Aggregate Node Qty CPU: 3 Aggregate Core Qty: 12
Aggregate RAM: 144 GB

Node Pool Selection: Primary Site Cluster

Name:Primary Site ClusterOneFS Version:8.0Source:Advanced SearchNodes Summary:3 x X210

Node Model: X210 Node Model in Pool: X210 33TB HDD / 800GB SSD 48GB

2x10GE and 2x1GE

Node: X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Name: X210 33TB HDD / 800GB SSD 48GB Model: X210

2x10GE and 2x1GE

 RAM Description:
 48GB RAM; 3x16GB
 CPU:
 1 CPU with 4 cores

 Drive Configuration:
 11 x 3 TB HDD | 1 x 800 GB SSD
 Disk Description:
 33TB HDD / 800GB SSD

Encryption:NoneFront-End Networking:2x10GE and 2x1GEInfrastructure Networking:2x QSFP InfiniBand portsWeight:58 lbs. (26 Kg.)

Rack Units (per node): 2 Power Max: 680 watts

Heat Max: 2,350 BTU Power Typical: 400 watts
Heat Typical: 1,400 BTU

Pool: 3 nodes @ +2d:1n OneFS 8.0

OneFS Version:

8.0

Node Count:

3 Nodes

67%

Protection Policy:

+2d:1n

Pool Raw Size:

90 TiB / 99 TB

Recommended Usable Capacity:

50.6 TiB / 55.6 TB @ 85% of usable

Storage Efficiency:

Pool Throughput

Protocol	I/O Type	Block Size	Threads/Node for Peak	Pool Throughput
SMB2	Sequential Write	1,024 KB	24	975.6 MBps
SMB2	Sequential Read	1,024 KB	24	1.38 GBps
NFSv3	Sequential Write	1,024 KB	3	1.01 GBps
NFSv3	Sequential Read	1,024 KB	24	1.5 GBps

Cluster Accessories

Backend Switch: QDR IB Switch - 8 Port, 1U, 1PS

Quantity:

2

QSFP

Backend Cable Type:

Connector Type Start:

Rack Units:

1

Heat Typical: Power Typical: 157 BTU

46 watts

Name:

QDR IB Switch - 8 Port, 1U, 1PS

Port Qty:

Weight:

4 lbs. (1.8 Kg.)

Heat Max:

225 BTU

8

Power Max:

66 watts

Backend Cable: IB QDR, QSFP-QSFP

Quantity: Code:

6

851-0209 QSFP

Name:

IB QDR, QSFP-QSFP

Length:

Connector Type End:

3M **QSFP**

Optics Kit: 2 SFP+ OPTICS KIT (10GbE)

Quantity:

Connector Male:

3

SFP+

Description:

2 SFP+ OPTIC - 10GbE

Connector Female:

10GBase-SR

Power Cord: Universal Power Cord for PDU (208V)

Quantity:

Kit Qty:

2

Length: **Connector Type:** 2.5m C13

Connector Power Source:

IEC(60)320-C14

Software Module: Enterprise SnapshotIQ

Quantity	Name	Tier Level
3	Enterprise SnapshotIQ	3
3	Enterprise InsightIQ	3
3	Enterprise SynclQ	3

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

						1 of 1
(Complete Nos. 1 - 4 and 6 if there are interested parties Complete Nos. 1, 2, 3, 5, and 6 if there are no intereste	s. ed parties.		1	OFFICE USE	
	Name of business entity filing form, and the city, st of business.	ate and count	ry of the business entity's place		icate Number: 89667	
	Jnique Digital, Inc.	2010	-03001			
	Houston, TX United States			Date I	Filed:	
	Name of governmental entity or state agency that is		/2016			
	raine of governmental entity of state agency that is being filed.			1		
,	Galveston County Date Acknowledged:					
	•			~	1/25/	16
	Provide the identification number used by the gove description of the services, goods, or other proper	ernmental enti ty to be provid	ity or state agency to track or identi ded under the contract.	fy the co	ntract, and pro	vide a
	EMC Isilon X210 Storage Units B161017 EMC Isilon X210 Storage Units					
						f interest
	Name of Interested Party		City, State, Country (place of bus	iness)		pplicable)
					Controlling	Intermediary
		-				
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				-		
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_						
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;	Check only if there is NO Interested Party.	x				
<u>.</u>	AFFIDAVIT	l swear, o	or affirm, under penalty of perjury, that	the abov	e disclosure is tr	ue and correct.
	INVERSE PRINTERING		-1/2			
	KYLE ENGELING Notary Public					
	* STATE OF TEXAS My Comm. Exp. 02/03/2019	\ \ \ \ \ \	Milka			
	iD# 130101968		Signature of authorized agent of	contracti	ng business entit	у
			'			
	AFFIX NOTARY STAMP / SEAL ABOVE	0	4.1. A4		,	 1
	/		Huffman , this the	25+	day of	July.
	20_16, to certify which, witness my hand and s	seal of office.	ممممم	****	****	***
	1 1		South X	We C	KYLE ENGELI	
	had Sanda	Kule	Engeling Co	DA) MV	Notary Publi STATE OF TEX Comm. Exp. 02/	AS Personal
	Signature of officer administering oath	Printed name	of officer administering oath		100 400 1040	ering oath
ĺ			*****	****	********	****

AGENDA ITEM #46.a.2.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

July 26, 2016

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Bid #B161012A, Community Center at 64 Acre Park, Bacliff, TX

Contract #CM16190

Gentlemen.

On July 7, 2016, bids were opened for Bid #B161012A, Community Center at 64 Acre Park, Bacliff, TX, at which time four (4) bids were received from the following companies:

Sage Commercial Group, LLC
 Montgomery Building Services, LLC
 Maxcon Construction, LLC
 Teal Construction Company
 Houston, TX
 Houston, TX

All bid submittals were thoroughly reviewed and it is requested that authorization be granted to enter into contract negotiations with the lowest cost, responsive bidder, Montgomery Building Services, LLC, in the amount of \$1,913,394.00.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment

County Architect



MEMO

Date	July 25, 2016
Addressed to:	
Rufus Crowder	Galveston County Purchasing Agent
Project:	
Community Center at 64 Acre Park Bacliff, Texas County of Galveston)	s (aka Bayside Community Center
Project #12-006:	Proposal #B161012A

<u>ltem:</u>

Four Contractors responded to the advertisements for Proposal #B161012A on the referenced project.

I recommend Montgomery Building Services, LLC be awarded Proposal #B161012A on the referenced project. The award is based upon Montgomery Building Services, LLC submitting the lowest cost responsive bid.

The proposed cost is \$ 1,913,394.00.

Sufficient funds have been budgeted for this contract.

I request you ask Commissioners Court to consider award of this contract to Montgomery Building Services, LLC. We have started the process of contract approvals.

Dudley Anderson, County Architect

W:\Architecture\0 PROJECTS\12-006 Bacliff Park 64 acre PARK\bid documents second\Memo-B161012A Recommendation.doc

COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TEXAS aka - BAYSIDE COMMUNITY CENTER COUNTY OF GALVESTON

1.	OWN	
2.	PROJ	(Dayside) Community Content at 04 acre Park in Bacility 1 Ayac
3.	Archit	Boucher Design Group, LLC
		6802 Mapleridge Street, Suite 200
		Bellaire, Texas 77401
		ph.: 713.785.3644
	OI IDA	
4,	SORM	HONTGOMERY BUILDING SERVICES, LLC
		Maria Diagram
		A Managing Member of
		Inte of person authorized to bind the BidderMontgomery Building Services II C
		Street Address 331 WATERFORD WAY
		City, State zip MONTGOMERY, TX 77356
		Phone number 936 - 662 - 2517
		E-mail MONTGOMERY BUILDING SERVICES & MSN. COM
		FEIN (Tax ID) 20 · 239 1204
5.	BID:	
	This Bi	d is for General Construction of the (Bayside) Community Center at 64 acre Park in Bacliff, Texas.
	A.	Having examined the drawings and Project Manual dated February 29, 2016, and having visited and
		fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the various items of work listed below for the sum or sums set forth below.
	В.	In submitting this Bid, the undersigned, agrees to the following:
		01. Hold the Bid open for acceptance for 60 days from the submission of Bid
		02. Accept the right of the Owner to reject any, or all Bids, to waive formalities, and to
		accept the Bid which the Owner considers most advantageous to him. O3. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor and Subcontractor.
		03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in Bid amount added to, or subtracted from, the
		Contract.
		04. Complete the Work within the stipulated Contract Time.
		Furnish insurance.
	D.	The undersigned acknowledges that being notified that he has the best responsible Bid does not
		convey upon him any property right to an award of the Contract or anything of value. The
		undersigned also acknowledges that no rights rest under the Bid or tentative award and that any rights the Bidder may obtain will arise only upon execution of the Contract.
		the Bidder may obtain will alise only upon execution of the Contract.
6.	ADDEN	NDA: The undersigned acknowledges receipt of:
Add	enda 1	June 30, 2106 initial here
Add	enda 2	June 30, 2106 initial here July 1, 2106 initial here
		initial nere

1. OWNER:

COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TEYAS aka - BAYSIDE COMMUNITY CENTER COUNTY OF GALVETTER

u millio.	(The Base Proposal includes all allowances listed in the Section 01020 exceedable Allowance): Lighthunched Twenty Two Thous and Dollars and no/ (Amount written in words governs)	ept for the Contingency
,	3. Contingency Allowance: The undersigned agrees to include a Contingency Allow Base Bid lump sum (item 7) to be utilized by Galveston County for unforeseen item 01020 of the Project manual: **Thousand One hundred** (Amount written in words governs)	ns of work as per Section
	9. Total Bid: The undersigned agrees to perform the complete Work of this Project, it (The sum of items 7 & 8 above):	for the lump sum price of nearly Fo
one mi	(Amount written in words governs)	$100 \$ \frac{\cancel{9} \cancel{339}}{\cancel{\text{(Amount in figures)}}} 2$
	10. CONTRACT TIME: Undersigned agrees to commence work upon receipt of N substantially complete within	lotice to Proceed and be e date.
	11. OH&P FOR CHANGES IN THE WORK: The overhead and profit applied to any will be set as follows:	change of scope of work
	5 % Overhead 8 % Profit	
	Bidders Printed Name: Montgomery Building Services, LLC P.O. Box 187	
	Bidders Address: Montgomery, TX 77356 Ph. 936-662-2517	
	Bidders Phone Number	
	Signatory's Printed Name: Mark P. LeBlanc A Managing Member of	
	Signatory's Position/Title: Montgomery Building Services, LLC	***************************************
	Signature: date.	JUL 07 2016

<u>COMMUNITY CENTER AT 64 ACRE PARK, BACLIFF, TEXAS</u> aka - BAYSIDE COMMUNITY CENTER COUNTY OF GALVESTON

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

JUL 07 2016

Montgomery Building Services, LLC P.O. Box 187 Montgomery, TX 77356 Ph. 936-662-2517

County of Galveston Bid Tab Report

Bid Header Bid Number: B161012A

						Ope	n: 07/07/201	6					
					Vendor: 717283		Vendor: 718772		Vendor: 718782		Vendor: 718940		
Item	Product	Product Description		ription Qty Units		TEAL CONSTRUCTION COMPANY		MAXCON CONSTRUCTION LLC		Montgomery Building Services L		Sage Commerical Group	
1	Code				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
0001	96100	Community Cen at 64 Acre Park,		EA	2,187,000.00	2,187,000.00	1,995,000.00	1,995,000.00	1,913,394.00	1,913,394.00	2,293,991.00	2,293,991.00	
Total	<u></u>					2,187,000.00		1,995,000.00		1,913,394.00		2,293,991.00	

AGENDA ITEM #47.a.

AMENDMENT 2016-01 TO INTERLOCAL GOVERNMENTAL AGREEMENT FOR SCHOOL LIAISON OFFICER PROGRAM

This agreement amends the now-existing Interlocal Governmental Agreement between the County of Galveston, Texas and Dickinson Independent School District ("DISD"), providing law enforcement services for DISD, executed as effective August 15, 2015 ("Agreement").

Effective August 1, 2016 at midnight, the number of Officers performing services under the Agreement is increased by one (1) Deputy for a total of four (4) Officers. This amendment does not change or alter any term of the Agreement other than the number of Officers. This amendment is not the annual letter agreement called for in the Consideration section of the Agreement.

Agreement.

County of Galveston by:

Mark Henry, County Judge

Date of Execution

Attest:

Dwight Sullivan, County Clerk

Henry Trochesset, Galveston County Sheriff

Date of Execution:

Dickinson ISD by:		
	Mike Mackey, President	
	Dickinson ISD Board of Trustees	
	Date of Execution:	_
Attest:		
Patty Halter, Board Secretary		
	Vicki Mims, Superintendent	
	Date of Execution:	

State of Texas

§

§

County of Galveston

§

Interlocal Governmental Agreement for School Liaison Officer Program

This Interlocal Governmental Agreement is entered into between the County of Galveston, ("County") a political subdivision of the State of Texas, acting by and through its County Commissioner's Court and the Dickinson Independent School District ("DISD"), a political subdivision of the State of Texas, acting by and through its Board of Trustees. Both parties acknowledge the need for a School Liaison Officer Program for DISD.

Term of Agreement

This Agreement begins on August 15, 2015 and shall end, unless extended, on August 14, 2018 at midnight. No term or condition of this Agreement will be effective prior to August 15, 2015; relations between the parties prior to that date will be governed by the terms of agreements then in effect.

General Description of Services/Number of Officers

The services to be provided by County are routine law enforcement activities to be performed primarily on the campuses and periphery of DISD campuses (including up to 1000 feet beyond the real property lines) by Galveston County Deputy Sheriffs. The Galveston County Deputy Sheriffs performing duties pursuant to this agreement are hereinafter referred to as "Officers". The three (3) Officers will each work a total of 2080 hours per year inclusive of Permissible Leave.

During the hours they are assigned to perform law enforcement services to DISD under this Agreement, all Officers shall, except as may be otherwise directed by the Sheriff or his designee, perform their duties solely for the benefit of DISD; at no time shall any such Officer perform work for any other entity or person during the hours he/she is assigned to work at DISD. Should the Sheriff or his designee temporarily redeploy an Officer from DISD, DISD shall not be obligated to pay for any time during which an Officer is redeployed.

Officers shall work under the direct command of the Supervising Liaison Officer and under the general direction and assignment of DISD officials with all direction and assignment communicated through the Supervising Liaison Officer unless it is impractical to do so. The DISD officials authorized to provide such general direction and assignment include the Superintendent, the Assistant Superintendent for Administration, and the Principal of each school, as it relates to his/her school.

The Officers shall not work, nor be requested, suffered, or required to work overtime at DISD expense, pursuant to this Agreement, except under the following, limited circumstances:

- a) with prior consultation via radio communication and approval of the Supervising Liaison Officer or the Officer's designated Supervisor, in order to complete a law enforcement activity initiated during the Officer's regularly scheduled work day, which would otherwise be prejudiced by delay;
- b) in order to make a Court ordered appearance relating to DISD business outside of regularly scheduled duty hours;
- c) such time as is reasonably necessary to complete an investigation in a timely and unimpeded manner that would otherwise be prejudiced by delay; or
- d) performing duties of an unforeseen, emergency nature, including but not limited to Officers who are called upon while "on call."

If the need for overtime is of an unforeseen, emergency nature, including but not limited

to those instances set for below in Specific Duties for those Officers who are "on call", the Supervising Liaison Officer and the Assistant Superintendent for Administration shall be notified as soon as practicable during or immediately following the performance of the additional work and the amount of such hours shall be kept to a minimum necessary to address the emergency.

If the performance of such overtime work results in an Officer working compensable overtime pursuant to the Fair Labor Standards Act in a given work period, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then DISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Specific Duties

The Officers specific duties include:

- a) conducting investigations of all criminal violations (with the exception of major criminal violations such as murder or sexual assault in which instance the Officers will assist the law enforcement agency with primary jurisdiction) occurring on DISD property or at DISD-sponsored or school-related activities, except at DISD Extracurricular Activities, on or off DISD property;
- b) patrolling the periphery of DISD campuses (up to and including 1000 feet beyond the real property boundary lines) for the purpose of controlling narcotic/alcohol sale and use, gang related activities and other crimes including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110;
 - c) attending DISD sponsored or School Related Activities during school hours;
 - d) working with faculty/administration/student body/parents to develop the

necessary knowledge and skill required of such faculty/administration/student body/parents to detect the presence and dangers of narcotics and/or alcohol;

- e) acting as educational resources for the criminal justice system and its operation in society;
- f) establishing good rapport with students to establish a role model for good community/criminal justice system relationships;
- g) providing security on the various DISD campuses for prevention of theft, trespassing, and intrusion;
- h) responding to night and weekend calls when DISD buildings are found opened or unlawfully entered;
- reporting open and unlawfully entered DISD buildings to the prescribed personnel;
- j) acting as a liaison with public safety authorities on all matters affecting school security;
- k) consulting with DISD Administration on methods of increasing security in and around the premises of each school;
- assisting DISD Administration with enforcement of its written Student Code of Conduct adopted pursuant to law;
- m) investigating and participating in DISD's student disciplinary actions as reasonably necessary;
- n) complying with DISD's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing set forth in DISD Board policies and administrative regulations, to the extent that there are no conflicts with

policies of the Sheriff's Office or the County;

- o) upholding the laws of the State of Texas;
- p) preserving the peace within the Officer's jurisdiction by all lawful means;
- q) assisting DISD in the conduct or acquisition of background checks of persons mutually agreeable to the parties, to the extent permitted by law and strictly in accordance with NCIC/TCIC regulations;
- r) performing such other law enforcement duties as may be agreed upon by the Sheriff and DISD; and
 - s) performing duties required of peace officers under Texas law.

For purposes of this Agreement, School Related Activities are defined as activities that are in any way sponsored or officially sanctioned by DISD, with the exception of Extracurricular Assignments as defined below.

Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively with resources made available in this Agreement.

Extracurricular Assignments

For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at DISD events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement. DISD shall establish and operate its own program for appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County. To the extent that any

Officer performing services under this Agreement voluntarily participates in the DISD Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose. No Officer shall be expected to or requested, required or instructed by any DISD Official or the Supervising Liaison Officer or any other County employee to participate in the Extracurricular Assignment Program.

Though the County and DISD believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p), if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then DISD shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period, as set forth below in Consideration.

Assignment of Officers

The Sheriff's Office shall institute a process by which law enforcement officers may be i) considered for immediate assignment to DISD or ii) placed on a list of potential law enforcement officers who would be eligible for assignment to DISD so that vacancies might be filled in a timely manner. The process will attempt to help ensure that qualified law enforcement officers are selected fairly and equitably, keeping in mind the best interests of both DISD and the Sheriff's Office.

DISD may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with DISD, then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. But, the final determination of appointment shall lie with the Sheriff.

Assignment to the above-described eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the above-described list will be assigned to a DISD position. But generally, law enforcement officers whose names are on the list will be appointed to serve in DISD assignments, unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to: 1) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate to such an assignment; 2) in the opinion of the Sheriff another law enforcement officer is determined to be more suitable for assignment; 3) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or 4) the number of officers on the eligibility list exceeds the number of available positions with DISD pursuant to this agreement.

Removal of Officers

DISD may request the removal of any Officer assigned to one of its campuses through one of the following ways:

First, if an assigned Officer is no longer agreeable to DISD because of performance or other employment related concerns on the part of DISD Officials, then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reason(s) for the

concerns. If upon review of DISD'S expressed concerns the Sheriff agrees there are performance or other employment related issues, he will timely counsel with and attempt to have those issues properly addressed within seven days. If the Officer's performance or other employment related concerns are not corrected to the satisfaction of DISD, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

Second, in the event an allegation of serious misconduct has been raised about an Officer, then the Superintendent of DISD shall so notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned away from DISD duties pursuant to this Agreement pending the outcome of the Sheriff's Office internal investigation into the allegation.

Within 72 hours after any removal, the County shall provide DISD with a replacement Officer. In the event the replacement Officer is not agreeable to DISD then the Superintendent of DISD shall so notify the Sheriff and give the Sheriff in writing the specific reasons for the disapproval. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter.

If the Sheriff, after conducting his internal investigation, believes the allegations of misconduct to be untrue, the Sheriff shall present findings to the Superintendent, and the Superintendent shall consider whether the Officer may return to duty at DISD. If the Superintendent determines that such Officer should not return to duty at DISD the Superintendent shall so notify the Sheriff of this determination and state the reasons for this determination. The Superintendent and the Sheriff will meet and discuss the reasons in an attempt to reach a consensus on the matter but the ultimate decision regarding the reassignment

of the Officer lies with the Sheriff.

In addition, the Sheriff shall notify the DISD Superintendent in writing if, as and when any Officer assigned to DISD has been placed under investigation by the Sheriff's Office or any other law enforcement agency's investigation known by the Sheriff, for any reason.

Substitution of Officers

Although it is the desire of the parties to use the same Officers throughout the term of this Agreement, the Sheriff is not committing to furnish any particular Officer and, at any time and from time to time, the Sheriff may make personnel changes. Officers being considered for substitution as an Officer to serve at DISD shall go through the Assignment of Officers process described above.

In the event a regularly assigned Officer is expected to be on any type of extended leave other than Permissible Leave as that phrase is defined in the Consideration paragraph below, the Sheriff shall notify the Superintendent of the leave and its anticipated length. The Sheriff shall make every reasonable effort to timely assign a suitable substitute Officer utilizing the Assignment of Officers process described above. In the event a substitution cannot be made, the Sheriff shall so notify the Superintendent. DISD shall not be responsible for payment of that leave time in excess of the periods of time defined as Permissible Leave below.

Employees of County, Personnel & Time/Payroll Records

Officers working under this Agreement shall at all times be employees of the County and will be entitled to such benefits afforded regular County employees; provided, however, such entitlement shall not affect the consideration to be paid by DISD under this Agreement as set forth below. In no event shall any Officer ever have or maintain an employment relationship with DISD for any purpose while the Officer is assigned by the County to DISD under this

Agreement.

Personnel records for all Officers assigned at any time under this Agreement shall, as a routine course of business, be maintained by the County through the Sheriff's Office.

Official time records for all Officers assigned at any time under this Agreement shall be maintained by the County through the Sheriff's standard methods used for payroll processing. Said official time records shall be considered the basis from which invoices for services rendered under this Agreement are created.

The County utilizes an "exception-based" payroll system. Officers assigned under this Agreement are paid a bi-weekly salary based on a standard 14-day work period of 86 hours as defined by the Fair Labor Standards Act, with appropriate deductions taken for various types of paid and unpaid leave and additions for overtime or other positive adjustments to pay. County shall provide copies of payroll records showing all exceptions, in either paper or, if requested by DISD, electronic format, along with each invoice forwarded to DISD for payment.

DISD may, and the Sheriff agrees to permit, use of a system to tally hours that Officers are present and working at DISD campuses. For purposes of this Agreement, the system will not be considered an official payroll record nor shall it be used for billing purposes; however, the system will be used as an attendance record and for validation of invoices for services provided under this Agreement.

County Resources

This Agreement entitles the Officers to reasonable use of the following Divisions of the Sheriff's Office to support their policing functions:

- a) Identification and Criminal Record-Keeping;
- b) Criminal Investigations;

- c) Training; and
- d) Communications Division (including telephone and radio communications)

 As needed or required the Sheriff may, in his discretion, temporarily make other Sheriffs Office resources available to support the policing function of Officers assigned under this Agreement.

 Any decision to provide such a service lies with the Sheriff or his designee and shall be made only on specific, case-by-case consultation with and by request of the Supervising Liaison Officer.

Uniforms, cellular phones, and radio equipment will be provided to Officers by the Sheriff's Office and costs of uniforms, cellular phones, and radio equipment provided to Officers will be paid by DISD in accordance with Exhibit B.

Consideration

From August 15, 2015 through August 14, 2016 DISD agrees to pay County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement according to the rates and fees listed in the compensation schedule attached as Exhibit B.

Permissible Leave, for purposes of calculating those leave hours for which DISD will pay the County shall not exceed more than five (5) consecutive sick leave or workers compensation leave days per occurrence and a total of 24 days or 192 hours, in the aggregate, per contract year, per Officer, based on employment for a period of one year, inclusive of all forms of paid vacation and/or sick leave recognized by the County under its personnel policies. Paid holidays are Permissible Leave and will be billed to DISD but are not counted toward the limitations on Permissible Leave in this Agreement. For Permissible Leave taken by Officers, DISD will pay for the actual hours worked by replacement Officers in addition to the Permissible Leave hours

of the absent Officer.

For the period of August 15, 2016 through August 14, 2017 and again for the period of August 15, 2017 through August 14, 2018 DISD and County will, by letter agreement, decide upon the rates to be paid and new agreed rates will supersede Exhibit B. The letter agreement will be executed by both parties by no later than August 1st of each year.

In the event any Officer works overtime hours as permitted herein, the County shall be reimbursed for the appropriate overtime rate (i.e., an additional one-half of the Officer's total hourly rate including benefits costs and certificate pay, as shown in Exhibit B).

DISD will not be permitted to require any Officer to take Compensatory time in lieu of overtime unless the Compensatory time does not count toward the limitations on Permissible Leave set forth above. But, this does not preclude DISD from adjusting an Officer's daily work schedule as required. Compensatory time accruals are limited to 40 hours per Officer, and payouts of compensatory time accrued by Officers working under this Agreement are billable to DISD upon separation of the Officer's employment with Galveston County.

As soon as practical following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall, in all instances, include copies of time records for each Officer pursuant to the Employees of County, Personnel & Time Records section of this agreement, above. Said invoice and time records shall be forwarded by County through its Auditor's Office to DISD for payment.

DISD shall pay each such monthly invoice in accordance with Texas Government Code Chapter 2251t. In the event a dispute arises between the County and DISD concerning a portion of any invoice, DISD agrees that only payment of the disputed amount may be retained by DISD, that such retention may be withheld only until the disputed matter is resolved, and that payment of the resolved disputed balance will also be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

DISD acknowledges that time is of the essence regarding each payment. If County does not receive DISD'S payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. DISD will not be relieved of any payment to County that is due and unpaid as of the date of termination.

Leave/In-Service Training

The Officers require annual in-service training, which will be provided by the County with costs paid by DISD in accordance with Exhibit B.. DISD may require additional in-service training, as appropriate. DISD will be responsible for the cost of any such additional training it requires, and the hours expended by Officers in attending such training shall be considered hours worked under this Agreement. Any additional training required by DISD will not be considered Permissible Leave and no substitute Officer will be required.

Training and annual leave (subject to the limitation on Permissible Leave as set forth in Consideration above) will be permitted between the day following the last day of the Spring term until the day proceeding the beginning of the new Fall term in that same year.

Vehicles

DISD will provide all required vehicles for each Officer's use during the time they are actually performing services for DISD. DISD shall make such vehicles available to the Officers to the extent DISD deems necessary and appropriate for the performance of duties under this

Agreement. No Officer, other than the Supervising Liaison Officer and the on-call Officer will be permitted to take a vehicle home, unless expressed permission has been granted by the Assistant Superintendent for Administration. DISD will provide all required fuel and maintenance for the vehicles. DISD will also provide all emergency equipment (i.e., markings, lights, protective cages, radios, sirens, push bumpers, and other miscellaneous items) required for all marked vehicles.

DISD agrees to carry third party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq., as it presently exists or may hereafter be amended.

Supervising Liaison Officer

One of the Officers furnished by the County shall have the rank of Sergeant or above and shall be appointed to serve as the Supervising Liaison Officer between DISD and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers, as set forth under Removal of Officer above. All other Officers may be of a rank below Sergeant.

Renewal Period

This agreement may be renewed if DISD gives notice of its intention to so renew within ninety (90) days prior to the end of the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

Early Termination

This Agreement may be terminated with or without cause or for convenience by either

party upon thirty (30) days prior notice.

Miscellaneous Provisions

This Agreement contains the entire Agreement between the parties and may be amended only by formal amendment executed by the appropriate signatories for the County, DISD, and the Sheriff's Office.

The Galveston County Sheriff signs this Agreement to evidence his willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed effective this 15th day of August, 2015.

County of Galveston by:

Mark Henry, County Judge
Joe Giusti, Acting County Judge

Date of Execution

Attest:

Dwight Sullyon County Clerk

Henry Trochesset, Galveston County Sheriff

Date of Execution:

Dickinson	ISD	by:
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Mike Mackey, President

Dickinson ISD Board of Trustees

Date of Execution: AUGUST 24,2015

Attest:

Patty Halter, Board Secretary

Vicki Mims, Superintendent

Date of Execution:

DISD 2015 Agreement August 15, 2015

Exhibit A-DISD Extracurricular Assignment Program

DISD maintains an Extracurricular Assignment Program ("Program") for the express purpose of providing law enforcement and security services at DISD events, activities, and programs that typically occur outside of regular school hours. The DISD Assistant Superintendent for Administration shall ensure efficient operation of that Program and shall arrange for such services on as as-needed basis.

The Program shall be staffed by licensed law enforcement officers from the various law enforcement agencies included within Galveston County who apply to be placed on DISD'S list of officers willing and available for service in the Program. The Assistant Superintendent for Administration will notify all law enforcement agencies located within DISD's territory of the Program, will invite all interested law enforcement personnel to apply for participation and will accept such law enforcement personnel who apply in a consistent manner without favoring one law enforcement agency over another. Qualified officers employed by Galveston County may voluntarily elect to apply for participation in the Program, but no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Any and all participation in the Program shall be voluntary, and all officers selected by DISD for the Program regardless of the police jurisdiction within which they are regularly employed, shall be considered independent contractors, engaged to fulfill security functions at specified events.

Officers shall be selected to work for the Program by the Assistant Superintendent for Administration, who shall make such selection on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the DISD approved list of Program officers. Officers who perform services for DISD under the Program shall be independent

contractors and shall be compensated at a rate established by the District. All officers that participate in the Program shall be responsible for their own income tax reporting responsibilities.

Exhibit B – Compensation Schedule 2015/16 Contract Year

Hourly Charges for each Officer will be calculated by multiplying the number of hours worked by each Officer, together with Permissible Leave, by the appropriate Total Hourly Rate:

Title	Base (hour)	Fixed Benefits	Variable Benefits	Total Hourly Rate	
Sergeant	\$ 29.15	\$ 3.00	\$ 6.25	\$ 38.40	
Deputy	\$ 27.74	\$ 3.00	\$ 5.95	\$ 36.69	

Certification pay and longevity pay for each Officer will be added to Hourly Charges. Certification pay and longevity pay vary depending on the individual's certification level and tenure. DISD agrees to pay longevity pay for each Officer at the rate required by Tex. Local Gov't Code § 152.074 as amended. Certification pay will be paid by DISD at the same rate the Galveston County Sheriff's Office pays its employees according to each individual Officer's certifications. Current monthly certification pay rates are:

	Basic	Intermediate	Advanced
L	\$ 50.00	\$ 100.00	\$150.00

In addition, the following fees and charges will be billed per Officer per contract year:

Uniforms	Training	Cellular	Radio	Firearms Qualification
\$ 440.00	\$ 500.00	\$900.00	\$90.00	\$ 40.00

Overtime rates will be calculated by multiplying the Officer's Total Hourly Rate, including an adjustment for certification pay, by 1.5.

A one percent (1%) administrative fee will be added to each month's total invoice.